

AGREEMENT

between

NEW YORK STATE NURSES ASSOCIATION

and

THE COUNTY OF ERIE

January 1, 2012 – December 31, 2017

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LEGISLATIVE REVIEW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

STATEMENT OF PURPOSE

It shall be the policy of the County of Erie and the purpose of this Agreement to promote harmonious and cooperative relationships between the County of Erie and its employees, and to protect the public by issuing, at all times, the orderly and uninterrupted operations and functions of government.

This Agreement made between the County of Erie, hereinafter referred to as the "Employer" or "County" and the New York State Nurses Association, hereinafter referred to as "Association."

The Employer and the Association recognize their common interests beyond their collective bargaining relationship, thus they pledge to strive together to insure the highest quality of service by the Employer and the highest standards of professional nursing care and practice by the Association.

1. RECOGNITION

- A. The Employer recognizes the Association as the exclusive collective bargaining representative of the employees covered by the Agreement and covers each full-time, each regular part-time (regularly scheduled for forty (40) hours or more per pay period) and each part-time (regularly scheduled for less than forty (40) hours per pay period) and per diem employee licensed or otherwise lawfully authorized to practice as a registered professional nurse (hereafter called "employee") employed by the Employer to perform registered professional nursing in a position specified in Appendix A as defined by the Public Employment Relations Board in its decision of September 26, 1986, as contained in the decision affecting certification of representative status in Case C-2830. This exclusive recognition will extend to the maximum permitted by law.
- B. The Association agrees that it will not interfere with, coerce or intimidate any employee into joining the Association. The Association recognizes that no employee is required to join, but that every employee has a right to choose of his/her own free will as to whether or not he/she will or will not join the Association. The Association further agrees that there will be no interference with the free right of any employee of the County to enter and leave its facilities and properties unmolested.
- C. The County agrees that there shall be no discrimination, interference, restraint or coercion by the County on behalf of or against any of its employees because of membership in the Association or for engaging in legal Association activity.

2. DEFINITIONS

The following terms as used in this Agreement shall have the following meanings only:

- 2.1 "County" or "Employer" means County of Erie.

- 2.2 "Association" or "NYSNA" means New York State Nurses Association.
- 2.3 "employee(s)" means those individuals who are covered within the bargaining unit as defined in Section 2.4 of this Collective Bargaining Agreement.
- 2.4 "Bargaining Unit" means the certified collective bargaining unit commonly known as the "Nurse Unit" which is composed of only those employees as defined above (see recognition clause).
- 2.5 "Position" means one of the positions included under one class title in the Plan of Class Titles and Salary Ranges.
- 2.6 "Class" means a group of similar positions included under the same title in the Plan of Class Titles and Salary Ranges.
- 2.7 "Salary Range" means the range of compensation, from base to Step B, as appearing in the Plan of Class Titles and Salary Ranges.
- 2.8 "Job Group" means a group of classes of positions allocated to the same salary range in the Plan of Class Titles and Salary Ranges.
- 2.9 "Increment" means the annual increment as provided in the table of increments for Job Groups in the Plan of Class Titles and Salary Ranges.
- 2.10 "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in Steps 1, 2, 3, 4, 5, 6, 7, 8, A and B in the Plan of Class Titles and Salary Ranges.
- 2.11 "Open Competitive List" means an eligible list resulting from an open competitive civil service examination.
- 2.12 "Promotional List" means an eligible list resulting from a promotional civil service examination.
- 2.13 "Appointing Authority" means the person or body ultimately responsible for employee selection and appointment within the department (usually the department head) subject to Civil Service Law and any rules promulgated thereunder.
- 2.14 "Actual Service" means total time spent actually working in a position including temporary positions and probationary service and also including any paid time off and/or leaves with pay.
- 2.15 "Service" means "Actual Service" as defined above.
- 2.16 "Continuous Service" means an uninterrupted period of actual service which includes any authorized leave of absence without pay computed from the date an employee assumes a position with the County. Effective July 1, 2002 a period of actual service in a regular part-time position (forty {40} hours or more per pay period) shall be credited on a prorated basis based on the number of hours an employee works during such continuous service period. However, a period of actual service in a part-time position (less than forty {40} hours per pay period) shall be credited as fifty percent (50%) of such period for purpose of computing continuous service. An employee's continuous service is interrupted by voluntary resignation, discharge, retirement or layoff. If an employee is rehired within one (1) year or is recalled within two (2) years of layoff or during his/her period of eligibility on a preferred list pursuant to Civil Service Law or reassumes a permanent full-time permanent position after holding a non-regular

part-time position without a break in actual service, the interruption in continuous service shall be removed. The period of interruption, however, shall not be included in computing the total period of continuous service. Except as so provided, an interruption shall result in a permanent loss of all continuous service credits. In addition, should an employee assume a "Managerial/Confidential" position with the County and without a break in actual service reassumes a bargaining unit position, time spent outside of the bargaining unit shall be included in computing the total period of continuous service but shall not be included in computing the employee's time in a bargaining unit position.

- 2.17 "Seniority" except as defined and determined by Civil Service Law for purposes of the provisions therein, shall mean the length of an employee's continuous service as defined above with the County of Erie, in the bargaining unit and shall cover all areas of the Collective Bargaining Agreement unless otherwise specifically stated in the Agreement.
- 2.18 "Department" shall mean that unit of County Government specifically designated as a Department under the Erie County Charter and Erie County Administrative Code as amended from time to time.
- 2.19 "Department Head" shall mean the person so designated pursuant to Charter, Local Law, Administrative Rule or resolution of the County Legislature as the head of a department or his/her designee(s) in his/her respective department, institutions, divisions, bureaus and/or other administrative units.
- 2.20 "Immediate Supervisor" shall mean the employee who normally assigns and supervises another employee's work and approves his/her time record or evaluates his/her work performance. The County will designate by name the immediate supervisor in a particular department.
- 2.21 "Permanent Vacancy" means an unencumbered budget position covered by the bargaining unit which may or may not be filled within the sole discretion of the employee's Department Head.
- 2.22 "Section" means a subprovision of an article.
- 2.23 "Nursing Function" is defined as diagnosing and treating human responses to actual or potential health problems through such services as case finding, health teaching, health counseling, and provision of care supportive to or restorative of life and well-being, and executing medical regimens prescribed by a licensed or otherwise legally authorized physician or dentist, as reflected in Article 139 of the State Education Law, Section 6902.
- 2.24 "Ties in Bargaining Unit Seniority"
Should any ties in bargaining unit seniority arise under this Section or any other section of the contract wherein bargaining unit seniority decides the allocation or selection of a benefit, such tie will be broken by a comparison of total County seniority. The employee with more County seniority will be treated as though he/she has more bargaining unit seniority than the other employee involved in the tie.

If the comparison of county seniority fails to break the tie the employee with the lowest last three numbers of his/her social security number will be treated as though he/she has more bargaining unit seniority than the other employee involved in the tie.

3.01 Association Membership

Membership in the Association will not be a condition of employment, nor will the County discriminate in hiring or promoting employees or otherwise because of an employee's membership or participation in the Association or his/her refusal to join such organization.

3.02 Association Dues Deduction

- A. An employee desiring to become a member of the Association may execute a written authorization in the form annexed hereto as Appendix B. Upon receipt of the authorization from an employee, the County shall, pursuant to the authorization, deduct from the wages due the employee each pay period.
- B. The County following each pay period from which those deductions are made will transmit the amount so deducted to the Association within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

New York State Nurses Association
155 Washington Avenue
Albany, NY 12110

- C. The Association shall certify to the Commissioner of Personnel of the County of Erie in writing the current rate of membership dues and shall give the County thirty (30) days' notice prior to the effective date of any changes.
- D. A deduction authorized by any employee shall continue as long as so authorized unless and until such employee notifies the Comptroller of the County of Erie of his/her desire to discontinue or to change such authorization in writing and by registered mail and the County shall forward a copy of the employee's notification to the Association.

3.03 Deduction of Agency Shop Fee

The County will, for each employee who does not authorize Employer to deduct Association dues under Section 3.02 Association Dues Deduction or who otherwise has been designated by the Association as being a member in good standing, deduct from the wages due such employee in any month an agency shop fee equal to the regular dues fixed by Association for such month. The deduction shall be made on a biweekly basis and shall be transmitted at the same time and to the same office as set forth in Section 3.02 Association Dues Deduction above. Each such agency shop fee deduction will continue in force and effect until revoked by (a) an employee's written and signed direction under Section 3.02 Association Dues Deduction to deduct Association dues from the employee's wages; or (b) termination of such employee's employment in a bargaining unit position. The Association agrees to hold the County safe and harmless because of said deduction.

3.04 Insurance

The County further agrees to grant to the Association an exclusive payroll deduction of premiums for an employee organization-sponsored insurance program. The NYSNA shall have the right to designate an insurance

representative to visit an individual employee covered by this Agreement, on the job, for the purpose of explaining the insurance protection of a NYSNA-sponsored insurance program.

Only one such visit per employee per contract year shall be permitted and only after notifying the department head or his/her designee in writing given five (5) days in advance, and in no event shall such visit exceed one-half (½) hour in duration.

The designation of an insurance representative shall be in writing and sent to the Commissioner of Labor Relations at the time such designation is made, setting forth the specific names and addresses of such insurance representatives. In no event shall there be more than two (2) representatives designated at any one time. Failure on the part of the Association and/or its insurance representatives to comply with the provisions of this Section shall release the County from any obligation provided in this Section for the remaining term of this Agreement.

3.05 Deduction Error

If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative. The County shall not be liable to the collective bargaining representative, employee or any party by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

3.06 Association Business: Local Representative

The Association will notify the Administrators of the local chairperson representatives who are authorized to deal with Administrators about employment conditions and adjustments of any problems arising under this Agreement. The Association will notify the Commissioner of Labor Relations and the Commissioner of Health or designee in writing of said representatives' designation and authority and any change in either. Local chairperson or designee will be allowed reasonable time off with pay to handle grievances.

3.07 Association Business: General Representative

A duly authorized general representative of the Association may visit the Employer's premises, by prearrangement with the Commissioner of Health or designee, at a reasonable time to discharge Association's duties as the employees' collective bargaining representative so long as the representative does not interfere with the work of the employees.

3.08 Association Business: Access to Membership During Working Hours

Association local chairpersons and representatives shall, on an exclusive basis have access to employees during working hours to explain Association membership services and programs under mutually developed arrangements with the Commissioner of Health or designee. Any such arrangements shall insure that such access shall not interfere with work duties or work performance and shall be limited to no more than fifteen (15) minutes per employee per year.

3.09 Time Off for Association Conventions and Negotiations

The County agrees to grant time off without charge to accumulated leave credits, with pay, for Association delegates to conventions of the Association, or other bodies with which the Association is affiliated, but not to exceed fifteen (15) working days in any one (1) calendar year.

The bargaining committee of up to three (3) members will be paid for time missed from work as a result of participation in negotiations. This time will not be deducted from the time allotted above.

3.10 Meeting Space

NYSNA is accorded the privilege of use of meeting space on County property; provided, however, that the meetings will be held not more than once a month and will be prearranged in writing upon ten (10) days' advance written notice with the Commissioner of Labor Relations with a copy to the Commissioner of Health or designee. Attendance at meetings shall be limited to bargaining unit employees who are on meal break or are off-duty, and Association general representatives.

3.11 Association Business: Bulletin Boards

Employer will provide Association with, and suitably locate, bulletin boards on which to post official Association notices. These bulletin boards will at all times carry a label, device or notice clearly identifying them as Association's space (for use). The signature (or facsimile signature) of a duly authorized Association representative will be affixed to every Association notice posted in this space. The bulletin boards shall be locked and a key held by the Employer and the local representative.

4. EMPLOYEE STATUS

4.01 Classification

Employees covered by the Agreement will be classified as either (a) full-time; (b) regular part-time; (c) part-time; or (d) per diem.

4.02 Regular Full-Time Employees

A regular full-time employee is an employee covered by this Agreement who is employed on a regular basis to work a normal workweek. A regular full-time employee will receive full fringe benefits.

4.03 Regular Part-Time Employees

Regular part-time employees regularly scheduled forty (40) hours per pay period (excluding per diem, seasonal, temporary, substitute, per session on a non-regularly scheduled basis) shall earn credits and be entitled to receive, upon meeting the requirements of the applicable provisions of this Agreement, the following benefits only and only to the extent provided:

- A. Vacation - 50% of full-time employee;
- B. Sick Leave - 50% of full-time employee;
- C. Holiday - 50% of full-time employee;
- D. Transportation Allowance - same as full-time employee;

- E. Jury Duty Pay - same as full-time employee;
- F. Shift Differential - same as full-time employee;
- G. Health Insurance - same as full-time employee;
- H. Coverage under Retirement System as provided in this Agreement;
- I. A one-half (½) hour paid lunch break for regular part-time employees;
- J. All regular part-time employees shall be granted an increment provided they have worked at least one year for the County. Regular part-time employees shall receive increments the same as regular full-time employees;
- K. Bereavement Leave - same as full-time employee;
- L. Seniority in accordance with Section 2.16 "Continuous Service".

4.04 Part-Time Employees

Part-time employees regularly scheduled less than forty (40) hours shall be entitled to receive, upon meeting the requirements of the applicable provisions of this Agreement, the following benefits only and only to the extent provided:

- A. Transportation Allowance - same as full-time employees;
- B. Jury Duty Pay - same as full-time employees;
- C. Shift Differential - same as full-time employees;
- D. Coverage under Retirement System as provided by New York State Law;
- E. Increments as provided for part-time employees in this Agreement in Section 7.08 Increments (F);
- F. All items in the contract shall apply to part-time employees except those listed below:
 1. Section 4.15, Temporary Relocation
 2. Section 4.16, Interdepartmental Transfers
 3. Section 6(G), Weekends Off
 4. Section 8.01(C), Compensatory Time
 5. Section 8.01(H), Emergency Duty
 6. Section 9.01, Health Insurance
 7. Section 11.01, Vacation
 8. Section 11.02, Holidays
 9. Section 11.03, Personal Leave
 10. Section 11.07, Sick Leave
 11. Section 12.04, Leave Because of Extended Illness
 12. Section 12.08, Leave to Serve in Another County Position
 13. Section 12.09, Leave to Accept Employment Outside County

4.05 Per Diem Employee

Per Diem employees are employees hired and scheduled in accordance with the Memorandum of Agreement in Appendix I. Per Diem employees shall receive benefits only as described elsewhere in this Agreement.

4.06 Probationary Period

The rules governing probationary terms are set forth in Rule XIII of the rules for the classified Civil Service of the County of Erie as amended from time to time.

The probationary term for every permanent appointment to a permanent position from an open competitive or promotional civil service list and every original appointment and promotional appointment to a position in the non-competitive or labor class, shall be for a probationary term of not less than eight (8) nor more than twenty-six (26) weeks.

The probationer shall be advised by his/her supervisor at least at the end of the eight (8) weeks and then at least every nine (9) weeks in writing as to status and progress. If found to be unsatisfactory, the appointing authority shall give the probationer at least one (1) week's written notice that his/her service in the position will terminate at the end of the probationary term. An employee who is terminated under this provision who holds a permanent appointment to a lower level position shall be immediately reinstated to such lower level position without loss of benefits or seniority.

The decision to retain or terminate the probationer in that position will be made solely by the appointing authority and shall not be subject to appeal through the grievance procedure in this contract, unless a violation of Articles 17 or 18 is involved. The employee shall be entitled to Association representation upon request.

4.07 Job Posting

Whenever a permanent vacancy in the Health Department occurs, after the County exercises its right to reassign employees throughout the Health Department, the remaining vacancy prior to posting shall be filled as follows:

1. Recall rights.
2. If there is no existing Recall List, the procedures outlined below, shall be followed for the filling of the initial vacancy after reassignment and all subsequent vacancies as indicated.

The initial vacancy and any subsequent vacancy caused by filling the initial vacancy shall be posted for ten (10) calendar days.

During the posting period indicated above, employees in that department may apply for the position. The application shall be in writing and shall be submitted to the employee's department head or his/her designee. This vacancy shall be filled by the department head from the qualified applicants for promotions or lateral transfers. Where qualifications are substantively equal among such applicants, length of service in a bargaining unit position shall be controlling.

4.08 Layoff and Recall

A. General

1. In the event of a layoff, the County shall identify the positions to be vacated by layoff. Once positions are identified for layoff, the County will utilize the procedure detailed throughout this Section.
2. Prior to any permanent incumbent in the respective classification being laid off in any department or institution, temporary, provisional or

probationary employees in the class in that department or institution shall be laid off first in that order.

3. Any member of the bargaining unit who is designated for layoff under the procedures outlined in either 4.08 Layoff and Recall (B) or 4.08 Layoff and Recall (C) will be considered for any opening being filled in the Registered Nurse class if, in the opinion of the respective Commissioner of Health or designee, the displaced employee possesses the expertise to independently perform the duties of the particular opening.
4. Any nurse reassigned or re-employed due to the implementation of this clause will receive an orientation to their new work assignment.
5. Should any ties in bargaining unit seniority arise under this Section or any other section of the contract wherein bargaining unit seniority decides the allocation or order of a benefit or choice, such tie will be broken by a comparison of total County seniority. The employee with more County seniority will be treated as though he/she has more bargaining unit seniority than the other employee involved in the tie.

If the comparison of county seniority fails to break the tie the employee with the lowest last three numbers of his/her social security number will be treated as though he/she has more bargaining unit seniority than the other employee involved in the tie.

B. Competitive Class Employees

1. The retrenchment and recall of all competitive class employees in the bargaining unit shall be pursuant to Sections 80 and 81 of the New York State Civil Service Law as amended from time to time.
2. In addition, subsequent to the Section 80 and 81 procedure, a competitive class employee may displace a non-competitive class employee if they meet the following criteria:
 - a. The employee has greater bargaining unit seniority; and
 - b. The employee meets the minimum qualifications of the respective class including the relevant experience most of which occurred within the past seven (7) years; and
 - c. The employee previously held the classification and in the opinion of the respective the Commissioner of Health or designee the employee possesses the expertise to independently perform the duties of the particular position. (Such determination by the Commissioner of Health or designee shall not be arbitrary and capricious.)
3. The review of displacement opportunities to lower titles shall occur in the following order:
 - a. Head Nurse
 - b. If new classes are created and designated as non-competitive, the County will meet with the Association to determine placement within this Section.

4. If a bargaining unit employee is unable to displace anyone in the titles noted in B.3. of this article, he/she will have the right to displace a Registered Nurse bargaining unit seniority permitting.
5. An employee may exercise their right to accept layoff in lieu of displacing another employee.

C. Non-Competitive Employees

1. Where there is a layoff in a specific non-competitive classification and no temporary or probationary employees are involved, the employee with the lowest seniority in the classification shall displace an incumbent with the lowest bargaining unit seniority in the same classification in the respective department or institution. Additionally, full-time employees may displace full-time, regular part-time employees or part-time employees. Regular part-time employees may displace regular part-time employees and part-time employees only.
2. If the employee who has been displaced as a result of paragraph "1" above who previously held a lower level bargaining unit classification on a permanent basis, he/she may displace the employee with the lowest bargaining unit seniority in his/her department or institution who holds such lower level classification.
3. The employee who was displaced under paragraph "2" who previously held a lower level bargaining unit classification on a permanent basis, may displace bargaining unit seniority permitting the employee with the least bargaining unit seniority who holds such lower level classification in his/her department or institution.
4. The employee who was displaced under paragraph "3" who previously held a lower level bargaining unit classification on a permanent basis will be laid off. Such laid off employee will be placed on a recall list by classification in descending order of bargaining unit seniority.
5. Layoff, in lieu of vertical displacement. In the event of a layoff, if an employee does not wish to displace into a lower level classification held by a junior employee or fails to exercise his/her displacement rights within four (4) working days from the date of Notice of Layoff, he/she will be placed on a recall list.
6. Layoff. Part-time employees not scheduled for work for a period of sixty (60) consecutive calendar days shall be considered laid off and bumping rights shall be effective on the sixty-first (61st) calendar day.
7. Recall. Whenever a vacancy occurs in a class title within the County, employees who are on layoff in that class title shall be recalled in accordance with their class title seniority in the reverse order in which they were laid off. If a vacancy occurs in a class title where no employee in that class title in the County has recall rights, then the laid off employee with the most seniority will be recalled if he/she has the ability to do the work and if not, the next senior employee will be recalled. Recall rights for employees on layoff will expire two (2) years from date of last layoff.

It is agreed and understood that should a competitive class employee not wish to exercise any bump permitted under Civil Service Law or fail to so exercise within four (4) working days from the date of the Notice of Layoff, such employee will be placed on a preferred list pursuant to Civil Service Law.

Notice of Layoff

The County will give fourteen (14) calendar days' notice of layoff. This applies to employees who are initially laid off because their position has been abolished and not to any employees who are retrenched as a result of any applicable bumping procedure, whether under this Agreement or New York State Civil Service Law.

D. Notice of Recall

Notification of recall shall be sent to the employee by certified or registered mail, return receipt requested, to the employee's last known address. An employee will have four (4) workdays from the date of delivery or attempted delivery of the recall notice in which to inform the County of his/her intentions to accept the recall or not. If the employee refuses such offer of reemployment or if such offer remains unanswered at the end of the three (3) workday period, such offer of reemployment and the employee's recall rights and privileges shall be terminated. The employee, if he/she chooses to accept the recall, will have up to eleven (11) workdays from the date he/she received the recall notice to return to work.

1. The County will be liable for any error on a separation or layoff only from the date of the filing of a written grievance bringing the specific error to the County's attention.
2. Concerning any errors in the recall of an employee, the County shall be liable only from the date of filing a written grievance bringing said error to its attention to the date the County notifies the employee to return to work.
3. A laid off non-competitive employee who is recalled within two (2) years in any position will have any accumulated sick leave, personal leave, and/or compensatory time credits restored. A laid off competitive employee who is recalled within four (4) years in any position will have any accumulated sick leave, personal leave, and/or compensatory time credits restored.

4.09 Competitive Positions

It is agreed and understood that competitive positions must and shall be governed by the Civil Service Law and Rules and Regulations which shall supersede the provisions of this Agreement.

4.10 Transfers

Employees who voluntarily transfer or accept a promotion must remain on the new assignment and in the same position for a period of one (1) year, unless a shorter period is mutually agreed to by the County and the Association. However, employees will not be restricted from transferring to a different shift or status (FT, RPT, PT) within the same nursing unit.

4.11 Seniority Lists

Seniority lists shall be posted by February 1st of each year. A copy shall be simultaneously sent to the Association.

The Personnel Department/Human Resources is responsible for maintaining seniority lists (as defined in Article 2) and each department head or his/her designee will be responsible for the posting of such lists.

Upon any layoff or elimination of bargaining unit positions, an updated seniority list will be generated and a copy provided to the Association.

4.12 Time Off for Exams

- A. Permanent employees will be released from work to compete in promotional and open competitive County Civil Service examinations in their occupational field only. It is understood that in any instance, wherein the examination is over prior to the end of an employee's shift, he or she must return to work. Furthermore, such time off will only be granted if the examination time conflicts with the employee's regularly scheduled work hours.
- B. It is agreed that prior to the posting of work schedules, the County may schedule an employee off on the day of a Civil Service exam or State Board exam in order to avoid a conflict with the examination.
- C. Members of the bargaining unit who are required to take the State Board examinations, in whole or part, will be allowed time off with pay.

4.13 Temporary Relocation

When it becomes necessary to move an employee from one geographic, clinical or program assignment to another assignment for a temporary period, unless an employee volunteers, any such temporary assignment in excess of ten (10) consecutive workdays shall be assigned to the least senior qualified nurse who shall be so assigned until such temporary assignment ends.

Any such employee who is assigned temporarily for more than ten (10) consecutive days shall not be temporarily assigned again for a twelve (12) month period following completion of the temporary assignment, unless all other qualified employees in the same unit or work location have also been temporarily assigned during the same twelve (12) month period.

The selection of an employee for temporary assignment shall be based upon the employee's skills and expressed interests. The names of all employees temporarily reassigned for periods greater than thirty (30) days shall be sent to the unit chairperson(s).

5. PROFESSIONAL STATUS

5.01 Nursing Committees

There shall be an Advisory Committee on Nursing Practice at the Department of Health (ECHD). Each Advisory Committee on Nursing Practice may have a Subcommittee on Staffing. The membership of such committees, which shall be limited to employees covered by this Agreement, shall be determined by the

Association provided that the Association will advise the County, in writing, of the membership of any committees.

The meetings and activities of such committees shall be during non-working hours except in those calendar months when the Association elects to conduct Nursing Practice Committee meetings on duty time. In such event, the Labor Management Committee meetings under Section 19.02 Labor Management Committee shall be held on off-duty time, and management representatives shall make themselves available for these meetings, provided the request complies with Section 19.02 Labor Management Committee.

In the interest of encouraging second and third shift nurses to attend Labor Management and/or Nursing Practice monthly meetings, it is agreed that should nurses from the second or third shift request and actually attend such meetings outside of their regularly scheduled shift, a maximum of two (2) such nurses shall be paid for actual attendance time at their straight time base rate and such time shall not be counted toward the payment of the overtime premium.

The parties agree to exchange an agenda at least five (5) calendar days prior to the meeting date.

A. Purpose

The purpose of the committees shall be to make recommendations with respect to the philosophy of nursing and practice specific to the Division and methods to foster adherence to that philosophy.

B. Functions

1. Review and make recommendations regarding standards of nursing practice specific to the Division and consistent with those enunciated by the profession.
2. Analyze the factors which facilitate or impede the practice of nursing and make recommendations with regard to the same, for example:
 - a. Nursing involvement in non-nursing responsibilities;
 - b. Staffing patterns and ratios;
 - c. The adequacy of resources and supportive services essential to the practice of nursing;
 - d. The relationships between nursing and other disciplines of the Division.
- C. Recommendations of the Committees on Nursing Practice shall be referred to the Commissioner of Health's designee. The appropriate nursing management representatives will meet with the committee on duty time and will reply to the committees' recommendations within thirty (30) days in writing.
- D. The recommendations of these committees are advisory in nature and may not be the subject of a grievance. The decision of the appropriate nursing management representatives is final and binding.

5.02 Staff Development Program

The County shall continue the past practice with regard to the following:

- A. A planned employee orientation program supervised by the designated person at Department of Health. Assignments to specialty units shall not be made without prior orientation to said unit unless a bona fide emergency exists or unless the nurse is qualified, by experience, to cover such specialty units.
- B. An organized program of in-service training, supervised by the Division director or designee at the Health Department.
- C. The employee orientation and in-service training program described in (A) and (B) above will be conducted during the employee's regular work schedule where possible.
- D. Members of the Association will attend nursing and related seminars within budgetary limits and within the discretion of the Department Head, work permitting.

5.03 Staffing

- A. A committee will be established and shall meet monthly, when necessary. It shall be composed of a mutually agreed upon number of members and shall study and make recommendations on staffing to the Commissioner of Health or designee. It is the intent of this provision to more effectively communicate staffing problems and recommendations between the Employees and the Health Department and to establish a patient classification system.
- B. In the event any Registered Nurse determines that in his/her professional opinion he/she has been given an assignment that is unsafe and/or endangers patient care, he/she shall immediately notify his/her supervisor and begin the assignment. An employee shall not in any way or manner be disciplined for questioning the assignment.
- C. The supervisor or designee shall in a reasonable time, but no later than the end of the shift, contact the employee to review the problem and explain what steps, if any, were taken to remedy the situation. If the supervisor does not feel a problem exists he/she shall notify the employee.
- D. If the employee is dissatisfied with the supervisor's response, he/she shall continue the assignment and may do so under protest. The employee shall have the right to file an official protest of assignment, within forty-eight (48) hours.
- E. The committee will present their findings and the basis for their rationale to the Commissioner of Health or designee for his/her consideration and recommendation, which shall be at his/her sole and exclusive discretion. The provisions (D) and (E) of this Section 5.03 Staffing are not grievable.
- F. The County agrees to pay up to a maximum of three (3) members of this committee, designated by NYSNA, for attendance at committee meetings. Such pay shall be at straight time rates and shall not exceed two (2) hours' pay for any given committee meeting. Such paid time shall not be counted for calculation of eligibility for overtime pay.

5.04 Non-Nursing Duties

The County and the Association agree that employees covered by this Agreement are employed to perform nursing and nursing related duties. It is in

the best interest of both parties to agree that every effort shall be made to avoid assigning bargaining unit members to duties which are not related to nursing.

6. HOURS OF WORK

- A. Except as provided in Appendix F herein, a normal workday shall not exceed eight (8) consecutive hours in any twenty-four (24) hour period. The normal workweek shall not exceed forty (40) hours.

All full-time employees covered by this Agreement hired prior to January 1, 2009 shall receive a one (1) hour lunch period except in position(s) of a nature requiring emergency or continuous service. Employees hired after January 1, 2009 shall receive a thirty (30) minute lunch period.

- B. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) day shift.
- C. Employees will, with the exceptions noted for clinical operations and extended shift employees, have at least sixteen (16) hours off between scheduled shift assignments and will work a maximum of one (1) different shift in a normal workweek, except if it is mutually agreed upon, free of any harassment or coercion by the employee and Supervisor. Part-time employees shall receive forty-eight (48) hours' notification prior to a change in the work schedule or work shift.
- D. The Employer will post a schedule of each employee's work seven (7) calendar days in advance of the work period. Once posted, the schedule shall be maintained, except in unanticipated emergency situations until it is superseded by a new schedule or changed by mutual agreement between the Employer and the employee concerned.

In the event the Employer deems necessary any changes in the workweek or shift assignment, the employee and the Local Bargaining Unit Chairperson will be notified seven (7) calendar days in advance of the proposed change, except in emergency situations. When there are two (2) or more qualified employees with less than five (5) years of bargaining unit seniority they will be rotated for ten (10) workdays (actual days worked) based on inverse order of seniority, unless otherwise agreed to by the parties. If only one (1) qualified employee has less than five (5) years seniority, that employee will be rotated as needed. If no qualified employee has less than five (5) years seniority, all eligible employees on the unit will be rotated as needed for ten (10) work days (actual days worked) based on inverse order of seniority, unless otherwise agreed to by the parties. A new rotation list will be used the first day of each year.

Weekends, for the purposes of this clause, are defined as beginning at eleven o'clock post meridian (11:00 PM) Friday and ending at eleven o'clock post meridian (11:00 PM) Sunday. Employees working on a night variable shift shall have the weekend defined as beginning Friday of a regularly scheduled shift through the completion of the end of their regularly scheduled weekend assignment.

The County will work with the Association to create a mutually agreeable schedule that allows employees twenty-six (26) weekends off per year. Once a process is agreed upon, any employee not receive twenty-six (26) weekends off in a calendar year, they shall receive a bonus equal to three dollars (\$3.00) per hour for all such excess weekend hours.

An employee who has scheduled his/her vacation shall receive off the weekend before the beginning of his/her vacation, the weekend after and any weekend that falls during the scheduled vacation.

The County shall not schedule an employee to work a split weekend unless mutually agreeable between the employee and the County. If mutually agreed, the day worked will be counted as one-half (½) of a weekend worked.

If an employee is absent for all or part of the employee's scheduled weekend, the Employer may schedule the employee to make up such missed weekend work. If the employee works part of the scheduled weekend, he/she will be credited with the time worked for purposes of fulfilling the weekend obligation.

The County and the employee who is absent on a scheduled weekend shall mutually agree on when the employee is to make up the unworked weekend. If the County and the employee cannot mutually agree within two (2) weeks, the County will then have the right to reschedule the employee at its discretion, provided that the Employer gives at least two (2) weeks' notice (or less upon mutual agreement) of the scheduled weekend make up.

- E. In the fall of the year when the clocks are set back one (1) hour, night shift employees work nine (9) hours instead of eight (8). All employees who work this extra hour should be paid at that time for the additional hour worked.

In the spring of the year when the clock is set ahead one (1) hour, night shift employees work only a seven (7) hour shift instead of eight (8). All employees who work this seven (7) hour shift should be docked an hour at that time. Employees may choose to use benefit time to receive a full pay check.

- F. The parties to this Agreement recognize that the concept of flextime may offer a relief to scheduling and/or recruiting problems. The parties also recognize that certain flextime plans may be in conflict with the current provisions of this Agreement. Therefore, during the term of this Agreement, if a group of nurses (five {5} or more) in one or more sections, departments or work locations feels that such flextime would be desirable or if a management representative feels that such flextime would be desirable, a request to meet and confer shall be presented to either party. The County of Erie and the Association will then schedule such a meeting as soon as possible.

7. SALARY AND INCREMENT RULES

7.01 Promotions

Any employee promoted to a position in a higher job group shall receive a salary at the same increment step reached in his/her former position.

7.02 Demotions

A permanent employee who for any reason is appointed to a position that is in a job group lower than the job group of the position in which he/she is serving shall upon appointment to the lower position receive a salary at the increment step in the salary range in the lower job corresponding to the increment step reached in his/her former position.

7.03 Reinstatement

- A. A permanent competitive class employee who has been laid off and subsequently reinstated from a preferred list pursuant to Civil Service rules shall be reinstated at the same salary step as received at the time of layoff.
- B. A permanent employee who has resigned and is subsequently reinstated pursuant to Civil Service rules shall be reinstated at the same salary step received at the time of resignation if reinstated to the same position held at the time of resignation.
- C. An employee who is promoted temporarily or provisionally to a higher position and who is returned to his/her position in a lower grade, shall upon return to the lower position receive a salary at the increment level he/she would have reached had he/she continued to serve continuously in that position.

7.04 Reallocation

Upon the reallocation of a class of positions to a higher job group, the employee or employees serving in the reallocated positions shall receive a salary at the increment step in the higher job group that corresponds with the increment step in which they were serving in the lower group.

7.05 Reclassification

When an employee's class title is reclassified to a higher title and job group, it shall be considered as a new position and a promotion. The salary will then be determined in accordance with the salary rule on promotions.

7.06 Temporary Assignments

An employee assigned by the County to perform the duties of a position with higher level responsibilities shall initially perform such duties at his/her permanent rate of pay but on the third (3rd) day of such assignment shall begin to receive the applicable salary increase. However, if the assignment is to an encumbered position from which the incumbent is on authorized leave without pay, such employee will be eligible for the new rate immediately upon actually assuming the assigned position.

Should any Nurse replace a Head Nurse, such Nurse shall receive one dollar (\$1.00) per hour for each hour of said shift. Effective January 1, 2013 this amount shall be increased to two dollars (\$2.00) per hour. The three (3) day requirement of this article shall not apply to Nurses on temporary assignment as a Head Nurse.

7.07 Leave of Absence - Military

Any County employee who is required to render ordered military duty or to attend a training program or perform other duties under United States or New York State supervision, shall be granted military leave of absence with no loss of time or pay not to exceed thirty (30) days per calendar year pursuant to the Military Law. All employees who are active in the military reserves or National Guard must submit a monthly drill schedule to their immediate supervisor within seven-two (72) hours of its publication.

7.08 Increments

- A. Increments are recommended by the appointing authority on the basis of merit and recognition for measuring up to the department's work performance and attendance standards.

Increments, if granted, shall be effective either January 1 or July 1. For employees on the Erie County Health Department/All Others wage scale appointed or promoted to a position shall be eligible for their first increment upon approval by the appointing authority after six (6) months of actual service on January 1 or July 1 as the case may be. Employees will be eligible for subsequent increments upon approval by the appointing authority on a yearly basis for Steps 1-8 of the wage scale provided they have a minimum of nine (9) months of actual service since receiving their last increment. Step (A) will be defined as eight (8) or more years in the New York State Nurses Association bargaining unit, or two (2) years at Step Eight (8).

Step (B) will be reached after four (4) years at Step (A).

- B. If an employee who holds a permanent position is serving in another position on a temporary or provisional basis, he/she shall be eligible for increments in that other position provided he/she has met the actual service requirements in that position. However, if such employee resigns, is laid off, terminated or otherwise leaves that other position and is at some future time appointed to that other position, the actual service requirements shall be based upon the date of reappointment with credit for any prior time spent in such position.
- C. In computing increment eligibility, when appointments are made on January 1 or July 1, and the day falls on a holiday or non-scheduled workday, the increment period will include these days.
- D. Because of payroll procedures that enable the County to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such case the increment credit date is the first day of respective pay period during which January 1 or July 1 falls.
- E. Part-Time Increment Movement. Part-time employees shall be moved as follows:
 - 1. Increments are recommended by the appointing authority on the basis of merit and recognition for measuring up to the department's work performance and attendance standards.
 - 2. Increments, if granted, shall be effective either January 1 or July 1. Employees appointed to a position shall be eligible for their first increment upon approval by the appointing authority after twenty-four (24) months of part-time service on January 1 or July 1 as the case may be. Employees will be eligible for subsequent increments upon approval of the appointing authority on the next January 1 or July 1 after completing twenty-four (24) months of part-time service since their last increment.

3. In computing increment eligibility, when appointments are made on January 1 or July 1, and the day falls on a holiday or non-scheduled workday, the increment period will include these days.
4. Because of payroll procedures that enable the County to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such cases the increment credit date is the first day of respective pay period during which January 1 or July 1 falls.
5. Credit for years of service for any nurse shall be limited to January 1, 1981, for purposes of movement throughout the salary range (step movement).
6. Twenty-four (24) months of part-time service will equal one (1) year of full-time service.
7. One (1) hour worked in a month shall be defined as one (1) month of service for movement through the salary range.
8. A two (2) year period, as defined in #6 above, during which no part-time service is performed and no leave of absence has been granted, shall result in the part-time employee being returned to Step One (1) of the salary schedule.

7.09 Pay Period

- A. The salaries and wages of employees shall be paid biweekly. In the event this day is a holiday, the preceding day shall be the payday. Every effort shall be made to pay the evening and night shifts a day previous to day shift employees. Every effort shall be made to pay an employee who is on rotation at the same time the other employees on that shift are paid. If an employee is scheduled for a day off on his/her regular payday, every effort will be made to pay the employee before he/she leaves for the day off; however, no check will be released before 3:00 p.m. on the day prior to the scheduled payday.
- B. During the term of this Agreement, the County will attempt to create and institute a system which identifies on an employee's pay voucher the following:
 1. The current status of his/her benefits; i.e., sick leave, vacation time, personal leave days and compensatory time.
 2. An accurate interpretation of the distribution of the employee's gross income stating all premiums and/or differentials.

7.10 New Appointments

If during the life of this Agreement the Employer encounters difficulties in recruiting candidates to fill vacancies in a job classification, Administration may authorize an appointment at a step higher than Step II for the job. Such authorization shall not become effective unless approved by the County Legislature. No such authorization shall become effective without five (5) workdays advance notification to the Association and to the Erie County Director of Budget and Management.

Effective January 1, 2009, new hires may begin work at other than the starting rate (starting rate is Step One (1)). A Registered Nurse/ Nurse Practitioner with experience in the field for which he/she is hired may be started at a step higher than the normal starting step as follows:

Two (2) years of verifiable experience - one (1) step above the normal starting rate in effect at time of hire (Step 2).

Four (4) years of verifiable experience - two (2) steps above the normal starting rate in effect at the time of hire (Step 3).

Six (6) years of verifiable experience – three (3) steps above the normal starting rate in effect at the time of hire (Step 4).

Eight (8) years of verifiable experience – four (4) steps above the normal starting rate in effect at the time of hire (Step 5).

Ten (10) years of verifiable experience – five (5) steps above the normal starting rate in effect at the time of hire (Step 6).

7.11 Certification Reimbursement

The Employer shall pay for the cost of application, registration, and test for required certification courses which the employee successfully completes.

8. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

8.01 Overtime Compensation

A. All employees who actually work over forty (40) hours per week or eight (8) hours per day one and one-half (1½) times such employee's straight time hourly rate plus shift differential, for all such hours worked in excess of forty (40) hours per week or eight (8) hours per day. All paid leave time except sick leave, including paid lunch hours and compensatory time shall be counted as time worked.

B. Each employee covered under this contract may request, in writing, compensatory time off in lieu of cash payment for overtime worked in accordance with the limitations provided in this Section. Each employee who requests compensatory time in writing shall be granted the right to accumulate such time up to a maximum of forty (40) hours. The written request must be filed with the department head by the third (3rd) Monday in January of the year the employee elects to take compensatory time in lieu of cash payment for overtime. The election to take compensatory time shall remain in effect until the employee revokes it. Revocation may only occur during the month of December in each year. Any employee who revokes his or her request for compensatory time shall be paid for overtime hours worked as provided in Section 8.01 (A). New employees shall be paid cash for overtime until the third (3rd) Monday of January of the year following their date of hire, at which time they shall be eligible to select compensatory time as described above.

Each employee who desires compensatory time off shall accumulate the aforementioned time at the rate of time and one-half (1½) for each hour or part thereof worked. The maximum number of overtime compensatory hours that may be accumulated by an employee at any one time is forty (40) hours.

As an employee uses the compensatory time earned under this Section, he or she shall accumulate additional compensatory time off for use in each instance the employee works overtime until the maximum amount allowed under this Section 8.01(D) is again reached. Once the employee reaches the maximum amount of accrued compensatory time, he or she shall be paid in cash for each hour or part thereof worked above the maximum amount of allowable accrued compensatory time.

A compensatory time accrual rate of one and one-half (1½) hours of compensatory time for each hour of overtime work shall apply only to time worked in excess of forty (40) hours per week or eight (8) hours per day per 8.01 Overtime Compensation(A and B).

- C. An employee who is required to work on a day celebrated as a holiday as provided in this Agreement, will be paid his/her regular straight time pay for the regular scheduled holiday shift plus one and one-half (1½) times his/her straight time hourly rate for every hour actually worked on such holiday.

Part-time employees will receive one and one-half (1½) times their regular hourly rate for all hours worked on a holiday.

- D. Employee requests to use compensatory time made prior to the posting of the work schedule shall be granted in order of seniority. Employee requests to use compensatory time after the posting of the schedule shall be granted in the order in which they were received. Employees will request compensatory time off from their supervisor. Employee requests to use compensatory time will not be unreasonably denied. Approvals/Denials shall be provided in writing to the employee no later than forty-eight (48) hours of the request excluding holidays and weekends.

- E. Compensatory Time Buyback: Registered Nurses will be allowed to sell back up to forty (40) hours of banked compensatory time under the following circumstances:

1. This option must be requested prior to November 1, and will be paid via a separate check to employees during the first pay period of February of the year following the request.
2. This option can be revoked by the employee any time prior to February 1 of the year following the request.
3. There shall be no mandatory overtime in accordance with the law.

Voluntary overtime will be filled in the following order:

1. Offered to employees working in affected unit by seniority on a rotational basis.
2. Offered to all health department employees by seniority on a rotational basis.

Whenever an employee is requested to report for work outside his/her regularly scheduled shift or for emergency duty, he/she will receive a minimum of three (3) hours' straight time pay.

8.02 Wage Schedule

Wage scale attached as Appendix C.

9. MONETARY BENEFITS: HEALTH AND RETIREMENT

9.01 Health Insurance

1. The Employer shall contribute one hundred percent (100%) of the cost of the Core Plan for all eligible employees, and eligible retirees who retired prior to January 1, 2014. Employees who retire on or after January 1, 2014 the employer's contributions will be based on the value plan.

Effective January 1, 2014, the Employer shall contribute eighty five percent (85%) of the cost of the Value Plan for all eligible full-time and regular part-time employees.

Employees hired prior to January 1, 2009 shall receive a monthly stipend to reduce or eliminate their contribution toward their health insurance. This amount shall be equal to fifteen percent (15%) of the monthly premium cost for 2009 for either single or family coverage the employee selects. Employees may opt for either family or single coverage based on their individual needs during open enrollment or upon a qualifying event. The stipend amount(s) are as follows and shall be applied in future years for either option an employee chooses. For example, an employee does not need to select the family plan in 2009 to receive the family stipend in 2010. Likewise, if an employee selects a family plan in 2009 and a single plan in 2010, he/she shall receive the single stipend when the single plan is selected.

Health Plan Elected	Dependent Coverage Level	Bi-Weekly Stipend
Value	Single	\$25.58
Value	Family	\$74.37
Core	Single	\$28.62
Core	Family	\$80.69
Enhanced	Single	\$28.62
Enhanced	Family	\$80.69

2. In addition, employees who choose the Core or Enhanced Plan shall pay the difference in the cost between the Value Plan and the Core/Enhanced Plan. The employee will bear the expense, through bi-weekly payroll deductions, of any amount in excess of the Employer contribution.
3. Open Enrollment: Employees may select from among the insurance plans, annually, during the open enrollment period. The open enrollment period will take place after the annual rates are received from the insurance provider.

4. The negotiated provisions of the Collective Bargaining Agreement regarding dental coverage will remain in effect.
5. Employees hired prior to January 1, 2009 and who are or will be eligible to retire on or before December 31, 2013 shall continue to have their retiree health insurance fully paid by the Employer regardless of their individual date of retirement.

Employees hired prior to January 1, 2009 who are eligible to retire on or after January 1, 2014 shall receive fifty percent (50%) payment toward the Value plan for retiree health insurance paid by the Employer.

Employees hired after January 1, 2009 shall not receive retiree health insurance paid by the Employer.

(b) Medicare eligible Retirees:

Employees hired prior to January 1, 2009 and who are or will be eligible to retire on or before December 31, 2013 shall continue to have their retiree health insurance fully paid by the Employer regardless of their individual date of retirement.

Employees hired prior to January 1, 2009 who are be eligible to retire on or after January 1, 2014 shall receive fifty percent (50%) payment toward the selected LMHF wrap around Medicare plan paid by the Employer.

Employees hired after January 1, 2009 shall not receive retiree health insurance paid by the Employer.

6. The negotiated provisions of the Collective Bargaining Agreement regarding continued health insurance coverage in certain circumstances (for example: injury or illness) shall remain in effect.
7. The Employer shall provide the GHI Spectrum Plus Full Basic (Diagnostic and Preventative) Dental Plan for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee.

The Employer shall provide for 100% orthodontics and 100% prosthetics coverage, in addition to the full basic plan indicated above. The Employer shall pay the full cost per month for single coverage and forty three dollars and eight cents (\$43.08) per month for family coverage. Any premium costs above those costs set forth in this Section shall be paid by the employee on a biweekly payroll deduction.

If the County offers an improved dental plan to another bargaining unit during the term of this Agreement, the County and Association will engage in negotiations on that issue.

8. In the event an employee is disabled from work by accident or illness, the Employer agrees to continue his/her health insurance or HMO coverage for the length of his/her accumulated sick leave, plus one hundred twenty (120) days thereafter.
9. Should a permanent County employee, for whom the County is providing family health insurance coverage die, the employee's health insurance shall

be continued for the employee's survivors during the month the death occurs and for two (2) calendar months thereafter.

10. Employees desiring to withdraw from any health insurance coverage shall be permitted to do so upon signing a waiver countersigned by the Commissioner of Personnel. Upon the effective date of such withdrawal, the employee shall receive each month, in lieu of coverage, a payment of one hundred and fifty dollars (\$150.00) to be paid in two (2) equal installments of seventy-five dollars (\$75) each for each calendar month if waiving single coverage, or three hundred dollars (\$300.00) to be paid in two (2) equal installments of one hundred fifty dollars (\$150) each for each calendar month if waiving family coverage.

Consistent with Section 4.03 Regular Part-Time Employees and paragraph 8 of this Section, current regular part-time employees and those retired on or after 1/1/03 will have single coverage paid in full by the County with option of family coverage at the employee's expense (the employee will pay the difference between single and family coverage).

Consistent with Section 4.03 Regular Part-Time Employees, the regular part-time employee shall receive a health benefit equal to that of the full-time employee.

11. Part-time employees shall be entitled to purchase health insurance (any option) through payroll deduction, at the group rate.
12. Retiree's Sick Leave Conversion (This Subsection 12 shall not be interpreted to diminish any benefits described in Subsections 1-11 above.)

Employees who retire with ten (10) years or more County service shall be eligible for the following:

- A. Employees with a minimum of eight hundred (800) hours or one hundred (100) days of accumulated sick leave on their record on the day of retirement shall receive on the payday following the day of retirement a cash bonus payment of two thousand dollars (\$2,000).
 - B. Employees who have a minimum of one thousand two hundred (1,200) hours or one hundred fifty (150) days of accumulated sick leave on their record on the day of retirement shall receive on the payday following the day of retirement a cash bonus payment of three thousand dollars (\$3,000).
 - C. Employees who have a minimum of one thousand eight hundred (1800) hours or two hundred twenty-five (225) days of accumulated sick leave on their record on the day of retirement shall receive on the payday following the day of retirement a cash bonus payment of five thousand dollars (\$5,000).
13. Upon notification, the Association will appoint representatives to attend County meetings designed to contain rising health insurance costs.

10.02 Transportation Allowance

- A. The mileage allowance will be as set forth in the IRS schedule or a minimum of four dollars (\$4.00) per day for all employees. The mileage allowance shall be adjusted to the then current IRS rate when next announced after ratification.
- B. Toll charges reimbursed if supported by appropriate receipts.
- C. Those nurses who park in paid parking facilities while on official business at hospitals in the County are reimbursed if appropriate receipts are submitted with mileage voucher.
- D. The County will make every effort to make payment to employees, who have submitted mileage vouchers, no later than thirty (30) days from submission.

10.03 Preceptor Differential

An employee who is assigned by management to be a preceptor shall receive an additional one dollar and twenty-five cents (\$1.25) per hour for all time spent performing such duties

10.04 On Call

- A. Youth Detention- When an employee is off duty and is contacted via phone they will be paid for fifteen minutes (15) at one and a half times their hourly rate or for the total duration of the call whichever is more.
- B. Correctional Health- When a Nurse Practitioner is scheduled on-call they will be paid for three (3) hours at their straight time rate.

Hours On-Call	Amount of Pay (straight time)
12- 14 Hours	3 Hours pay*
more than 14 Hours up to 24 Hours	6 Hours pay*

* If an Employee spends more than 3/6 hours on the phone they will be paid for all hours worked/documented at the applicable overtime rate.

11. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

11.01 Vacations

Employees may use their vacation in one (1) hour blocks. Every effort will be made to grant employees their vacation at the requested time subject to their department's responsibility to maintain work coverage and efficient operations for service to the public.

Credits

Vacation credits will accrue and be available for use on a pay period basis for full-time employees after the first pay period of employment, providing they are on a compensable pay status for at least fifty percent (50%) of the pay period. A full-time employee must have worked no less than forty (40) hours (of an eighty {80} hour pay period) to be eligible to receive vacation hours credit for the pay period. Vacation credits will be granted monthly in accordance with the following schedule:

Service	Hours Per Pay Period
From date of employment through completion of two (2) years of service	3.08
From second (2nd) year anniversary date through completion of ten (10) years of service	4.62
From the tenth (10th) year anniversary date through completion of seventeen (17) years of service	6.16
From the seventeenth (17th) year anniversary date through completion of twenty-five (25) years of service	7.70
From the twenty-fifth (25th) year anniversary date through successive years of service	9.23

County Department Heads will establish vacation periods, schedules and vacation units based on their work requirements.

Vacation credits may be accumulated up to a maximum of twenty (20) vacation days (one hundred sixty {160} hours). An employee shall take his/her vacation during the anniversary period after which it was earned, except that he/she may place up to a maximum of twenty (20) earned days (one hundred sixty {160} hours) in a vacation bank.

Vacation sell back

Commencing January 1, 2014, employees shall be permitted to sell back forty (40) hours of accrued and unused vacation leave at the employee's regular rate of pay. Employees must have been on the Employer's payroll for the entirety of the year of sale and must have a minimum of eighty (80) hours accrued and unused vacation leave at the time of sale. Employees must notify their supervisor by September 1st of each year if they wish to sell vacation hours. Payment shall be made by Payroll Period No. 24 of the same year.

Pay

Vacation pay shall be the regular straight-time rate of pay in effect for the employee's regular position at the time he/she takes his/her vacation.

Holidays

If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits. An employee on paid sick leave, jury duty, paid military duty, paid vacation time or full pay status will be considered as time worked in determining vacation credits.

Transfer to Other Department

If an employee is promoted or transferred to another County department, vacation credits will be transferred.

Resignation

An employee who resigns, retires or is laid off prior to taking his/her vacation shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

Leave of Absence

A leave of absence without pay or a resignation followed by reinstatement or rehire in the County services within one (1) year shall not constitute an interruption of service for the purposes of this provision; provided, however, that the period of leave without pay between resignation and termination, shall not be counted in determining vacation credits per year or rate per pay period.

Scheduling

The initial vacation sign-up period will be from January 1 through the last day of February each year. Vacation requests submitted during the initial sign-up period will be granted based on bargaining unit seniority. After that date, available dates will be granted on a first come, first serve basis. If a week becomes open which had previously been selected during the sign-up period, that week shall be made available on a seniority basis. Approval of vacation requests submitted after the initial posting period will be given in writing within three (3) weeks from the submission date; if such approval is not presented in writing, the vacation shall be considered denied. A copy of the vacation schedule will be posted on each unit and will be provided to the Chairperson of each department, no later than March 30th.

An employee who voluntarily transfers into a different vacation unit will have prior approved vacation granted, if possible and practical in the new unit. If it is not possible to grant said vacation, the employee accepting the transfer will forfeit his/her rights to those vacation days regardless of seniority. An involuntarily transferred employee will retain previously granted vacation time.

Thirty (30) days prior to the initial sign-up period, management will post the established groupings and scheduling protocol providing copies to New York State Nurses Association representatives. The Commissioner of Health or designee will meet, upon request, with NYSNA representatives in order to discuss the groupings and protocol.

Part-Time Service

A full-time or regular part-time employee who reverts to part-time service for more than one (1) year and then returns to full-time or regular part-time status shall, upon returning to full-time service, begin to earn vacation credits at the rate of accrual enjoyed just prior to becoming part-time.

11.02 Holidays

Effective January 1, 2009 the following holidays shall be observed by all employees in the bargaining unit as paid holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Patriot's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

If any of the aforementioned holidays falls on a Saturday, the County will observe the holiday on the prior Friday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

If one (1) of the aforementioned holidays falls on an employee's regularly scheduled day off, such employee will receive eight (8) hours pay at the employee's regular compensation rate for said holiday.

Payment for hours worked on a holiday set forth herein shall be pursuant to Section 8.01 Overtime Compensation(C) of this Agreement. Every effort will be made to distribute the taking of holidays on an equivalent basis.

An employee who is on sick leave the day before or after a holiday will be paid for the holiday.

Notwithstanding the conditions set forth in other portions of this Section, employees in a County-operated facility who work a regular schedule of seven (7) days per week shall celebrate the following holidays on the actual calendar date on which the holiday traditionally falls:

New Year's Day	Christmas Day
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11.03 Personal Leave

Full-time employees including temporary and provisional personnel will become eligible for and receive four (4) days (32 hours) personal leave after one (1) year of continuous service and also become eligible for and receive the same allowance for each succeeding year of employment providing they are on a compensable salary and wage basis for at least six (6) months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements.

Personal leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond the maximum provided by this Agreement. Once an employee has reached the maximum sick leave accumulation allowed under Section 11.07 Sick Leave, unused personal leave shall go into an employee's vacation bank.

In order for the department head and/or the immediate supervisor to arrange for adequate work coverage, applications for personal leave must be filed by an employee on a prescribed form with the head of the department or immediate supervisor at least five (5) working days in advance when the requested time is four (4) days, and three (3) working days in advance when the requested time is for three (3) days or less. There shall be no restrictions as to when this leave is to be taken unless stated in this Section. In cases of emergency, the five (5) or three (3) days of advance notice may be waived by the department head. All the requests must receive the approval of the employee's immediate supervisor or department head and shall not be granted in less than one (1) hour units. Personal leave may be used in one (1) hour units, if staffing permits. In cases of personal emergency, when the above time limits have expired, the Employer will make an effort to find a replacement before invoking staffing needs as basis for denial.

In cases of reinstatement or transfers, unused personal leave credits shall be restored or transferred.

11.04 Bereavement Pay

An employee who has a death in the immediate family (parent, spouse, brother, sister, children, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster child, stepparent or other relative who is

an actual member of the employee's household) shall be given time off without loss of pay up to a maximum of five (5) consecutive calendar days inclusive of either the date of death or the date of the funeral. Bereavement days taken over the course of the weekend do not have to be made up for purposes of satisfying Article 6(G) Hours of Work.

11.05 Jury Duty / Court Leave

On proof of the necessity of jury service or attending court for other than personal matters, a leave of absence with pay shall be granted to all employees.

Employees will not be required to report for work prior to or subsequent to the performance of their jury duty. Employees required to report for jury service or court will be assigned a Monday through Friday schedule on the employee's regular unit. The employee's work assignment may be switched to his/her regular assignment beginning the Monday following the conclusion of the employee's jury service or court appearance.

When an employee is assigned to the evening shift on the day he/she performs jury duty, he/she is to be excused with pay for evening shift assignment on that day.

When an employee is scheduled to work the night shift on the day he/she is to report for jury duty, such employee is to be excused with pay for such night shift assignment. Any portions of this Section inconsistent with New York State Law shall be superseded by statute. The balance of this Section will remain in full force and effect.

11.06 Emergency Closings

In the event the County Executive declares the closing of certain County facilities and/or operations and/or services due to any flood, fire, power failure, uncontrollable weather conditions or other cause beyond the County's control, the resulting time off from work shall be treated as follows:

- A. If such declaration is prior to 8:00 a.m., the County shall endeavor to use radio and TV stations in the Buffalo area to announce such declaration. An employee to whom such order applies shall charge one (1) day as set forth below.
- B. If such declaration is made during the affected employee's first three and one-half (3½) hours of actual work, the employee shall charge one-half (½) day (4 hours) as set forth below.
- C. If such declaration is made after the employee's first three and one-half (3½) hours of actual work, the employee shall suffer no loss in pay nor be required to charge any time off from work as a result of such closing.
- D. Chargeable time off pursuant to the above shall be to one of the following at the option of the employee, if available: compensatory time, personal leave, sick leave, vacation or leave without pay.
- E. In the event the County Executive or his designee declares the closing of certain County facilities and/or operations and/or services due to any flood, fire, weather conditions or other cause beyond the County's control, the

affected employees will not be charged any accruals or lose any pay for the time closed.

11.07 Sick Leave

All full-time permanent employees in the bargaining unit shall earn sick leave credits immediately upon entering the service of the Employer at the rate of 4.62 hours per pay period. For purposes of calculating sick leave charges, one (1) workday equals the employee's regular scheduled hours.

An employee may accumulate sick leave up to a maximum of one thousand eight hundred (1800) hours/two hundred and twenty-five (225) days.

Effective January 1, 2014, an employee may accumulate sick leave up to a maximum of two thousand four hundred (2400) hours/ three hundred (300) days.

Employees who use one (1) day or less sick leave in an anniversary year will receive an additional sick leave day on their anniversary date.

Temporary employees and provisional employees without permanent status will not earn sick leave credits until after the completion of six (6) months of continuous service.

Reasons for Granting Sick Leave

Sick leave with pay shall be granted by the County to an employee, when incapacitated or unable to perform the duties of his/her position by reason of:

- A. Sickness or injury;
- B. Serious illness in the employee's immediate family, requiring care and attendance of employee. Immediate family shall include parent, spouse, brother, sister, children or grandparents; or other blood relative who is an actual member of the employee's household. Certification or affidavit, issued by the attending physician certified to the necessity for the attendance of the employee may be required by the department head if there is reason to suspect abuse of this Section. All requests for sick leave for serious family illness must be requested in writing and such request, including a doctor's affidavit if required, shall be filed with the Commissioner of Personnel or his/her designee and sick leave for this purpose shall be granted only with his/her approval;
- C. Quarantine regulations;
- D. Emergency medical or dental visits;
- E. Maternity;
- F. Doctor's appointments - Time off will be allowed to employees for doctor's appointments; however, such time off is limited to a total of twenty-four (24) hours per calendar year and shall require verification of the time and date of the visit(s).

Sick Leave Credits and Charges

- A. A credit for sick leave under this provision shall be allowed at the rate of 4.62 hours per pay period for each pay period during which the employee shall have been on a full pay status for at least fifty percent (50%) of the

working days of that pay period. It should be noted that this is comparable to the previous earning rate of one and one-quarter (1¼) working days per month/fifteen (15) days per year, and has been converted to a pay period basis to facilitate accounting and payroll procedures while at the same time enabling employees to be advised of their current sick leave balances on a continuing regular basis.

- B. Charges against sick leave credits due to employee usage shall be comparable to past procedures; e.g. where a full day was charged in the past, this will now be an eight (8) hour charge against the employee's sick leave balance; where a half (½) day was charged in the past, four (4) hours will be charged against the employee's sick leave balance. It is agreed and understood, charges against sick leave may not be made in units of less than one (1) hour. Requests for use of sick leave shall be submitted on the prescribed County form.

Extended Sick Leave

- A. An employee who has completed fifteen (15) years of continuous service may receive such additional sick leave with pay as may be recommended by the employee's department head and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Commissioner of Personnel in excess of a period of five (5) months in addition to sick leave accumulated by such employee.
- B. Employees shall be eligible only once for the additional periods of sick leave granted in accordance with this provision.

Reporting Time

- A. In case of absences, the time for reporting absences shall be within the ten (10) hours immediately preceding the start of the shift but in no event less than two (2) hours prior to the actual start time of the shift. In case of failure to report within the stated time limits, unless for reasons satisfactory to the employee's department head or his/her designee, or circumstances beyond the employee's control, the absence shall not be deductible from sick leave and shall be considered as time off without pay. If canceling a voluntary overtime shift, an employee must call in a minimum of two (2) hours prior to the start of the voluntary shift. Failure to call-in two (2) hours prior to the start of the voluntary shift will be counted as an unapproved occurrence.
- B. Daily call-in is required each and every day except as outlined in "The Clarification of Policy and Procedure for the Reporting of Absence Under the Sick Leave Provisions" issued by the Department of Personnel as amended by the Commissioner from time to time.
- C. A certificate or affidavit, showing incapacity and inability of the employee to perform his/her duties issued by the attending physician, shall be filed with the Commissioner of Personnel or his/her designee in case of absence of more than five (5) consecutive workdays. The Commissioner or his/her designee may check further on any illness regardless of certificate or affidavit.
- D. If an employee fails to submit proof of illness to the Commissioner when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay.

- E. If the proof submitted, in the judgment of the Commissioner of Personnel or his/her designee, does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay.

Abuse of Sick Leave Benefits

Abuse of sick leave privileges shall be grounds for disciplinary action. In addition, where an employee's absences are such that the County has reasonable grounds to believe that an abuse of sick leave may exist, such employee, where practicable, will be notified of such suspected abuse and thereafter may be required, regardless of the duration of the absence, to submit a satisfactory doctor's certificate or affidavit indicating the specific nature of the disability and its duration to the Commissioner of Personnel or his/her designee before such abuse may be charged against the employee's accumulated sick leave balance. The Association will work cooperatively with the County to reduce and prevent abuses of sick leave.

Reinstatement of Sick Leave

When an employee is reinstated into the same position or reemployed in the County bargaining unit within one (1) year following resignation or layoff, sick leave credits accumulated at time of resignation or layoff shall be restored.

Medical or Dental Visits

In the case of an emergency which requires the employee to make visitations during his/her working hours, as shall be determined by the employee's department head or his/her designee upon sufficient proof by the employee, time off for medical or dental visits may be granted by the employee's department head or his/her designee. Such absence may be deducted from accumulated sick leave in units of not less than one (1) hour.

Resignation or Retirement

Sick time taken after notice of resignation or retirement shall require a doctor's certificate or an equivalent amount of vacation time will be deducted.

11.08 Criminal Assault

In the event that an employee is necessarily absent from duty as a result of a criminal assault upon his/her person during the course and in the discharge of his/her job responsibilities and duties for the County resulting in an injury for which the New York State Workers' Compensation Board has allowed benefits as an occupational injury, such employee shall receive up to the first month of such absence with full pay and benefits, without use of any sick leave credits. Thereafter, he/she shall have all accrued sick leave benefits necessarily used during such absence restored upon his/her return to duty.

For the purposes of this Article and Section, Criminal Assault shall be defined as a physical action taken against an employee by another person with deliberate intent to do bodily harm to the employee. If an injury occurs under the above conditions and the employee files legal charges, the physical action taken against the employee shall be considered criminal assault as defined herein regardless of the outcome of the adjudication of the charges filed.

11.09 Tuition Reimbursement

The following shall be made available for tuition reimbursement each year:

Procedures for reimbursement have been established by the parties and are incorporated herein by reference.

12. LEAVE OF ABSENCE WITHOUT PAY

12.01 Eligibility

Only permanent employees shall be eligible for leaves of absence without pay after satisfactory completion of their probation period.

12.02 Application for Leave Without Pay

Application for leave of absence without pay, for any of the reasons cited in this provision, shall be filed by the employee, on the prescribed form with the head of the employee's department or his/her designee. Such application shall state the reasons for the requested leave and the duration thereof. If approved by the head of the department or his/her designee, the application shall be submitted to the Commissioner of Personnel, and leave of absence shall be granted only when finally approved by the Commissioner of Personnel. It is understood that if the leave is granted, such employee will be permitted to return to the same class title within the same department.

12.03 Child Care Leave

A. Leave

The Commissioner of Personnel or his/her designee shall grant pregnant employees a leave of absence without pay, upon competent medical proof that such employee is unable to perform her regular duties for the period of such disability, not to exceed one (1) year in duration. For these purposes, the Commissioner of Personnel or his/her designee may require suitable medical evidence from the employee's physician at such employee's expense and/or may require that the employee be examined by a physician chosen by the County at the County's expense.

B. Sick Leave and Vacation Leave

Employees granted maternity leave pursuant to this Section shall be permitted to reduce the amount of leave without pay by the use of any and all accumulated sick leave and vacation leave credits as may be available to them.

C. Extension

At the request of the employee, and after receiving the recommendation of her department head, the Commissioner of Personnel or his/her designee may grant extensions of such leave of absence in accordance with this Section.

D. Following her maternity disability period, an employee shall be granted a three (3) month family leave of absence. Such leave must be requested from the department head, in writing, at least two (2) weeks prior to the end of the disability period. The two (2) week notification requirement shall be waived in cases of emergency.

E. Child Care Leave

A leave of absence without pay for the purposes of child rearing, necessitated by children residing with the employee, shall be granted for a

period of up to six (6) months. Once granted, such leave may not be extended and will be granted only twice during an individual's term of employment, regardless of the time used during such leave of absence. The cumulative total time off for one (1) or both leaves shall not exceed six (6) months. Such leaves must be presented in writing to the department head at least thirty (30) calendar days in advance of the commencement of the child-rearing leave.

An employee on a child-rearing leave will notify the department head of his/her intention to return to work at least thirty (30) calendar days prior to the expiration of the leave of absence.

An employee returning to work after a child-rearing leave shall return to the same position in the same department the employee left, if available, and shall be returned to the same step the employee occupied when the leave commenced.

It is further agreed that any employee to be eligible for child-rearing leave must exhaust all accumulated leave time except sick leave prior to commencing such leave of absence. Upon return to work from the leave, all sick leave credits, as well as other contractual rights which were accumulated or effective on the commencement date of the leave, shall be restored on the date the employee returns to work.

12.04 Leave Because of Extended Illness

When an employee has exhausted all of his/her sick leave credits and is still incapacitated and unable to perform the duties of his/her position, the department head or his/her designee may in his/her sole discretion grant leave of absence without pay for a period not to exceed one (1) year, subject to extension pursuant to County Civil Service Rules as amended from time to time. Such decision shall not be arbitrary or capricious.

12.05 Leave for War Work

A permanent employee may, in the sole discretion of the department head, be granted a leave of absence without pay for a period of time, not to exceed one (1) year, to enter the service of the Federal Government or its associated powers in time of war or to engage in war industries for the United States or its associated powers. Such leave of absence, in the sole discretion of the department head or his/her designee, and with the approval of the Commissioner of Personnel, may be renewed for additional periods, not exceeding one (1) year in each instance without requiring such person to return to his/her position in the Civil Service between successive leaves; provided, however, that no such renewal of a leave of absence without pay shall extend beyond six (6) months after the termination of the war.

12.06 Leave for Education Purposes

- A. On the approval of the department head or his/her designee, permanent employees may be granted leave of absence without pay for a period of one and one-half (1½) years for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his/her position.
- B. An additional leave of absence without pay of not more than one (1) year may be granted by the department head, work permitting.

- C. The County, upon request by the employee, shall make a reasonable effort to make accommodation to the schedules of those employees attending classes.

12.07 Education Leave for Veterans

Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, shall be granted leave of absence without pay for the period of such education or training or vocational rehabilitation, provided that the attendance of a veteran is required at times that will preclude employment in his/her County position. Such leave of absence shall not extend beyond a period of four (4) years, nor beyond the period for which the veteran shall be eligible to continue the education or training or vocational rehabilitation. It shall terminate at any time that the veteran ceases actual attendance at the classes or courses required by the education, training or rehabilitation program. A veteran who has been on such leave of absence shall be reinstated in his/her position, provided he/she makes application for such reinstatement within sixty (60) days after the termination of such leave of absence. He/she may be reinstated at any time after such sixty (60) day period and within one (1) year after termination of such leave of absence in the discretion of the department head.

12.08 Leave of Absence to Service in Another Position in the County Service

Leave of absence without pay may be granted by the department head or his/her designee to a permanent employee in the competitive class to enable such employee to serve temporarily or provisionally in another position in the classified service in the County.

12.09 Leave of Absence to Accept Employment Outside the County Service

Leave of absence shall not be granted to an employee to accept employment outside the County service except for leaves of absence granted under the provision of Section 12.11 Leave of Absence for Civic Purposes.

12.10 Adoption Leave

If an employee covered under this Agreement adopts a child, the Employer agrees to give a maximum one (1) year leave of absence as required by State Law.

12.11 Leave of Absence for Civic Purposes

Employees may be granted a leave of absence for one (1) year or the complete term of a duly elected political office. Such leave is to begin from the first date in office.

12.12 Leave for Other Reasons

Leaves of absence without pay, for reasons other than those cited in this provision, may be granted by the department head or his/her designee only in unusual circumstances, which in his/her judgment justifies the granting of such leave. Requests for such leave and the recommendation of the department head shall be submitted to the Commissioner of Personnel, and the granting of such leave shall be subject to the approval of the Commissioner of Personnel.

13. GRIEVANCES AND ARBITRATION

13.01 General

- A. It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or operation of this Agreement.
- B. The Association representative shall be permitted to participate in the activity and progress of any grievance in each stage through the final decision. All other labor organizations will be excluded from the grievance procedure involving the unit covered by this Agreement.

13.02 Definitions

- A. "Grievance" shall mean any claimed violation, interpretation, or inequitable application of this Agreement, and any County rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie. This term shall not include any matter involving any employee's rate of compensation except merit increment increases, retirement benefits, disciplinary proceedings, Rules for the Classified Civil Service of the County of Erie, or any other matter which is otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law as it applies to employees covered by Section 75 of the Civil Service Law.
- B. "Grievant" is an employee who has a grievance. However, if the grievance involves all (or substantially all) of the employees in the bargaining unit or in a division of that unit, the grievant may be the Association. When the grievant is the Association, the grievance shall be moved directly to Step 2.
- C. "Day" refers to a calendar day and not workday.
- D. "Workday" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any stage of the grievance procedure.

13.03 Rights of the Parties

- A. The parties shall exchange any written statements or records used at the second step meeting provided for in this Article at the time of such meeting. Each party shall have access to written statements or records which are presented as evidence by the other party at an arbitration hearing at least five (5) working days in advance of such hearing.
- B. The Local Bargaining Unit Chairperson shall receive a copy of any written grievance and any decision rendered in the grievance procedure.
- C. The County, Association and/or grievant shall have the right to submit briefs to support or refute allegations of any party.
- D. The Association may have an observer at the arbitration hearing, even though not a part thereof, and shall be granted reasonable notice of the date, time and place of the hearing to the Association's Albany office.
- E. The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of

the grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the County to answer within the time limit set forth will entitle the grievant to proceed to the next step of the grievance procedure, upon notice to the County.

- F. The grievant covered by the terms of this Agreement shall have the right, if he/she so desires, to be represented by an Association representative at any step of the grievance procedure subject to the provisions contained in Section 13.01 General above.
- G. The Association's designated representative referred to in Section 13.03 Rights of Parties (F) shall suffer no loss of compensation while attending any meeting in the steps of the Grievance or Arbitration Procedure.

13.04 Grievance Procedure

Step 1

The employee aggrieved shall present his/her grievance in writing, in a form to be provided, setting forth the date, time and place of the alleged grievance, facts of the grievance, the particular section of the Collective Bargaining Agreement and the relief sought to the employee's Commissioner of Health (or designee) within fifteen (15) working days from the occurrence of the grievance or when the employee knew or should have known of the fact situation giving rise to the grievance. At the written request of the employee, the request is made simultaneously with the filing of the grievance, shall hold an informal Commissioner of Health (or designee), if such hearing within ten (10) days after receiving such written request. The Commissioner of Health (or designee) shall render a decision in writing within ten (10) working days of the receipt of the grievance or date of hearing, whichever is later.

Step 2

If the employee is not satisfied with the disposition of the grievance at the preceding step, it is agreed (a) that the employee may appeal the grievance within ten (10) working days of the Commissioner of Health—or designee decision in Step 1 to be considered by the County Labor Relations Committee and the Association Committee; (b) that there shall be a regularly scheduled monthly meeting between the Association Committee and the County Labor Relations Committee on the first Tuesday of each month; (c) that such grievance or grievances will be submitted to the Commissioner of Labor Relations of the County by the Association at least ten (10) days before the scheduled meeting reflecting such grievances which the Association desires to be considered at the meeting; (d) that the Association Committee (as above mentioned) will consist of no more than four (4) representatives designated by NYSNA, that the County Labor Relations Committee will consist of no more than two (2) representatives to be designated by the County. A written disposition shall be given by the County Labor Relations Committee within ten (10) days of such meeting.

13.05 Arbitration Procedure

- A. If the Association Committee in Step 2 of the grievance procedure is not satisfied with the disposition of the grievance rendered by the County Labor Relations Committee at such second step meeting, such decision may be appealed to arbitration within fifteen (15) working days of the disposition.

- B. The arbitrator may be selected by mutual agreement between the parties.
In the event the parties fail to mutually agree upon an arbitrator demand for arbitration will be submitted to PERB.
- C. The arbitrator's decision shall be rendered within thirty (30) days of the hearing or within thirty (30) days of the receipt of the written position of both parties. As timely arbitration decisions are in the best interest of both parties, it is agreed that if a decision is not rendered within the above stated time limits, both parties will mutually contact the arbitrator to expedite the award.
- D. The cost of any arbitration hearing will be borne equally by the parties to this Agreement.
- E. The decision of the arbitrator shall be final and binding on both parties.

14. DISCIPLINE AND UNSATISFACTORY WORK PERFORMANCE

14.01 Discharge and Discipline

- A. The County shall not exercise its right to discharge or otherwise discipline an employee without just cause. Other penalties including written warnings shall not be issued without just cause.
- B. The County shall have the right to discharge or otherwise discipline an employee for unsatisfactory work performance when for just cause. Disciplinary action or measure shall include only Oral Reprimand, Written Reprimand, Suspension or Discharge. All records of oral or written reprimands will be removed from any employee's personnel file after two (2) years. A suspension will be inactive for purposes of progressive discipline after three (3) years.

14.02 Procedure

- A. The County will notify in writing to the General Representative of the Association at 155 Washington Avenue, Albany, NY 12110, within three (3) working days after it discharges or suspends an employee under this Article, and the reasons thereof, by registered mail.
- B. If the County has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.
- C. If the employee is to be sent home because of a disciplinary suspension or discharge, the Local Representative or his/her designee shall be called in.
- D. The employee shall be entitled to Association representation upon request.

14.03 Disputes as to Discipline

- A. The Association shall have the right to take up a suspension and/or discharge as a grievance at Step 1 of the grievance procedure, and the matter shall be handled through the arbitration step, if deemed necessary by either party.
- B. The parties agree that the sole and exclusive procedure for the settlement of disputes as to discipline shall be through the grievance procedure as outlined in Section 14.03 Disputes as to Discipline (A).

14.04 Private Hearing

Upon application by the employee involved and/or the Association, an arbitrator in a discipline case shall have the authority to direct that the arbitration shall be held in private.

14.05 Reinstatement and/or Back Pay

An employee found to be unjustly suspended or discharged, or that his/her penalty was too severe, shall be reinstated and compensated for all, part or no compensation for lost time, as may be determined by the arbitrator.

15. MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the County are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the County; to determine the facilities, methods, means and number of personnel for the conduct of the County programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or re-classify, and to allocate or re-allocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

16. NO STRIKE CLAUSE

The Association recognizes the status of the County employees as "public employees," and the provisions of law applicable thereto.

The Association shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Association shall exert its best efforts to prevent and terminate the same.

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

17. PLEDGE AGAINST DISCRIMINATION AND COERCION

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, veterans' status or handicap. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- C. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

18. EQUAL OPPORTUNITIES

The Employer and the Association realize a responsibility to promote and provide equal opportunities for employment. It shall be the positive and continuing policy of

the Employer and the Association to assure an equal opportunity in employment regardless of race, color, religion, sex, national origin or age.

19. GENERAL PROVISIONS

19.01 Employee Health Examinations

- A. The Employer agrees to provide at no expense to the employee, the required medical examinations, immunizations and tests as required by Title 10, Chapter V of the State Hospital Code. The employee may elect to have a physician or facility other than the Employer perform such examinations, but at no expense to the County of Erie.
- B. An employee returning to work after an absence of thirty (30) consecutive calendar days will be required to have a health examination, provided by Employer.
- C. Examinations may be required by the employee's department head for an employee returning from an illness of less than thirty (30) days.

19.02 Labor Management Committee

The Administration of the Health Department will meet with the Local Chairperson and two (2) other County employee representatives on a monthly basis to discuss matters of mutual interest.

The three (3) departmental Association representatives referred to above shall give sufficient advance notice to their immediate supervisor they are leaving their work area to attend the Department's Labor Management meeting and will sign out and sign in.

Agenda items to be discussed will be submitted by the Association and the Administration to the Labor Management Committee seven (7) calendar days before such meeting.

A representative of the Association and/or Division of Labor Relations will attend the meetings if so requested by either side.

19.03 Parking Facilities

The County will provide parking space for employees using their personal cars, while conducting essential County business, where physically possible on County property.

19.04 Notification of Employees

Every three (3) months during the duration of this Agreement, the County will furnish the New York State Nurses Association, Albany office, a list of new employees in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees shall contain the name, address, department, classification title and social security number.

It is understood that it is the obligation of an employee to notify the County immediately of any change of address, phone number, name and marital status. Failure to do so may result in disciplinary action taken against the employee.

19.05 Travel Policies

The policies and procedures governing travel expenses for employees conducting official County business are reflected in the Rules and Regulations

issued by and on file in the Division of Budget and Management as amended from time to time with a copy and any amendments to be sent to the Association's Albany office.

19.06 Employee Safety and Health

The County will observe all applicable health and safety laws and regulations.

The County will take all steps practical to protect employee safety and health.

19.07 Uniforms

In work areas where the employees are provided scrub uniforms, the scrub uniforms shall be returned in a timely fashion from the laundry. Each employee shall be provided a minimum of one (1) clean uniform each workday.

19.08 On-The-Job Disability

The Employer will comply with the New York State Workers' Compensation Statutes. An employee who is certified by a physician to be not capable of performing the regular duties he or she was performing when the disability began, because of an on-the-job injury, will be allowed to return to lighter work, if available, at no reduction in pay until complete recovery when he/she will be allowed to return to his or her previous job in the same shift and unit/program.

19.09 On-The-Job Injuries

Employees who incur an injury on the job during their regular shift and must report to the Emergency Department or other treatment area because of this injury, will be paid while in the Emergency Department or other treatment area - only up to the end of their regular shift. Time spent in the Emergency Department or other treatment area for up to four (4) after their regular working hours will be paid at the employee's straight time.

20. SAVINGS CLAUSE

This Agreement and its component provisions are subordinate to any present or future laws and regulations. If any federal or New York law or regulation, or the final decision of any federal or New York court or administrative agency, affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this Agreement will not be affected.

21. TERMINATION AND MODIFICATION

Unless otherwise specified, the provisions of this Agreement shall be effective as of the date of its execution and shall remain in full force and effect through the 31st day of December, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to this Agreement's termination date that it desires to modify, alter or amend this Agreement.

22. PRINTING OF THE COLLECTIVE BARGAINING AGREEMENT

The County shall pay the Association the current cost of producing the Collective Bargaining Agreement for each copy of the Agreement ordered by the Department of Labor Relations. The Association shall present a per copy cost calculation to the Department of Labor Relations as soon as it is available.

23. EXECUTION

Signed by Employer and Association.

THE COUNTY OF ERIE

By Naydon Jett

Title Deputy Director, LR

Date 2/24/15

NEW YORK STATE NURSES ASSOCIATION

By Nancy Hale

Title Deputy Director

Date 2/13/2015

DZ/jlp
8/19/14

APPENDICES AGREEMENT SIGNATURE PAGE

Erie County and New York State Nurses Association agree to add the following appendices to the Collective Bargaining Agreement between the parties that expires on December 31, 2017

Appendix "A" NYSNA Title Listings

Appendix "B" Dues Deduction Form

Appendix "C" 1. NYSNA Salary Scale: January 1, 2013 – December 31, 2013
2. NYSNA Salary Scale: January 1, 2014 – December 31, 2014
3. NYSNA Salary Scale: January 1, 2015 – December 31, 2015
4. NYSNA Salary Scale: January 1, 2016 – December 31, 2016
5. NYSNA Salary Scale: January 1, 2017 – December 31, 2017

Appendix "D" Memorandum of Agreement: Deferred Annuity Plan

Appendix "E" Memorandum of Agreement: Health Department (In-Service Training)

Appendix "F" Memorandum of Agreement: Ten, Twelve and Thirteen Hour Shifts

Appendix "G" Memorandum of Agreement: Individual Overtime Agreement

Appendix "H" General Areas for ECHD

Appendix "I" Memorandum of Agreement: Per Diem Registered Nurse Agreement

Signature below indicates agreement to incorporate the appendices set forth above into the Collective Bargaining Agreement.

Signed by Employer and Association.

THE COUNTY OF ERIE

By Maya Brown

Title Deputy Director, LR

Date 2/24/15

NEW YORK STATE NURSES ASSOCIATION

By Nancy Halach

Title Deputy Director

Date 2/13/2015

APPENDIX "A"

NYSNA TITLE LISTINGS

Assistant Head Nurse	GRP 10
Assistant Supervising Public Health Nurse	GRP 10
Charge Nurse	GRP 9
Charge Nurse (PT)	GRP 9
Charge Nurse (RPT)	GRP 9
Employee Health Nurse	GRP 10
Head Nurse (Health)	GRP 10
Head Nurse (Detention/Health)	GRP 10
Head Nurse (RPT, ECMC/ECH)	GRP 10
Immunization Specialist	GRP 10
Inservice Education Coordinator	GRP 11
Lead Poisoning Prevention Specialist	GRP 10
Nurse Coordinator – Women's Health	GRP 12
Nurse Clinician Psychiatry	GRP 12
Nurse Coordinator (Health)	GRP 12
Nurse Coordinator – Lead Poisoning Prevention Program	GRP 12
Nurse Practitioner PT	GRP 16
Public Health Nurse	GRP 9
Public Health Nurse (Spanish Speaking)	GRP 9
Registered Nurse (Health)	GRP 8
Registered Nurse (RPT/Health)	GRP 8
Senior Nurse Practitioner (Health)	GRP 16
Senior Nurse Practitioner (ECMC/ECH)	GRP 16
Senior Nurse Practitioner (RPT/Health)	GRP 16
Utilization Review Nurse	GRP 8

APPENDIX "B"

Name: _____
(Please print) Last First Middle

Address: _____
Street and number or post office box

City State Zip

Social Security Number: _____

THE NEW YORK STATE NURSES ASSOCIATION
DUES ASSIGNMENT AND DEDUCTION AUTHORIZATION

Pursuant to applicable law, I assign the New York State Nurses Association from my compensation as an employee of

(herein called "my employer") \$_____ (or such different amount as the Association may certify to my employer) per month, as membership dues in the Association; and I authorize and direct my employer to withhold this sum from the first compensation due me each month and remit it to the Association by the 10th of the following month.

I submit this assignment and authorization with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination date of the current collective bargaining agreement between my employer and the Association, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within the thirty-day period preceding expiration of such irrevocable period. Such revocation shall be effected by simultaneous written notice by registered or certified mail to my employer and the Association, which must be delivered within such thirty-day period.

This assignment and authorization are effective at once.

Date

Employee Signature

<p>If you are represented for collective bargaining by NYSNA, please note: "You have a right to be or stay a non-member and pay an agency fee equivalent to dues. As a non-member, you are entitled to object to paying for activities unrelated to the Association's duties as a bargaining agent and to obtain a reduction in fees for such activities. Contact NYSNA for a copy of this procedure."</p>
--

APPENDIX "C"

Erie County Health Department / All Others Wage Scale Effective 1/1/13										
	1	2	3	4	5	6	7	8	A	B
GRP 08	annualized	46,230	48,614	50,958	53,277	55,802	57,032	58,284	59,929	61,666
	biweekly	1,778.08	1,869.76	1,959.92	2,049.12	2,146.24	2,193.52	2,241.68	2,304.96	2,371.76
	hourly	22.226	23.372	24.499	25.614	26.828	27.419	28.021	28.812	29.647
GRP 09	annualized	49,637	52,279	54,875	57,518	60,231	61,622	62,943	64,748	66,629
	biweekly	1,909.12	2,010.72	2,110.56	2,212.24	2,316.56	2,370.08	2,420.88	2,490.32	2,562.64
	hourly	23.864	25.134	26.382	27.653	28.957	29.626	30.261	31.129	32.033
GRP 10	annualized	53,138	56,010	58,864	61,736	64,707	66,144	67,650	69,597	71,635
	biweekly	2,043.76	2,154.24	2,264	2,374.48	2,488.72	2,544	2,601.92	2,676.8	2,755.2
	hourly	25.547	26.928	28.3	29.681	31.109	31.8	32.524	33.46	34.44
GRP 11	annualized	58,423	61,531	64,613	67,741	70,940	72,519	74,142	76,274	78,499
	biweekly	2,247.04	2,366.56	2,485.12	2,605.44	2,728.48	2,789.2	2,851.6	2,933.6	3,019.2
	hourly	28.088	29.582	31.064	32.568	34.106	34.865	35.645	36.67	37.74
GRP 12	annualized	62,550	66,025	69,437	72,867	76,413	78,129	79,889	82,256	84,646
	biweekly	2,405.76	2,539.44	2,670.64	2,802.56	2,938.96	3,004.96	3,072.64	3,163.68	3,255.6
	hourly	30.072	31.743	33.383	35.032	36.737	37.562	38.408	39.546	40.695
GRP 13	annualized	68,251	72,008	75,787	79,545	83,414	85,361	87,287	89,837	92,479
	biweekly	2,625.04	2,769.52	2,914.88	3,059.44	3,208.24	3,283.12	3,357.2	3,455.28	3,556.88
	hourly	32.813	34.619	36.436	38.243	40.103	41.039	41.965	43.191	44.461
GRP 14	annualized	76,066	80,284	84,506	88,747	93,080	95,260	97,440	100,289	103,235
	biweekly	2,925.6	3,087.84	3,250.24	3,413.36	3,580	3,663.84	3,747.68	3,857.28	3,970.56
	hourly	36.57	38.598	40.628	42.667	44.75	45.798	46.846	48.216	49.632
GRP 16	annualized	79,560	83,720	87,880	92,040	96,200	98,280	100,360	102,960	106,080
	biweekly	3,060	3,220	3,380	3,540	3,700	3,780	3,860	3,960	4,080
	hourly	38.25	40.25	42.25	44.25	46.25	47.25	48.25	49.5	51
										51.7

Erie County Health Department / All Others Wage Scale Effective 1/1/14											
		1	2	3	4	5	6	7	8	A	B
GRP 08	annualized	47,156	49,585	51,977	54,342	56,919	58,171	59,448	61,127	62,899	63,800
	biweekly	1,813.68	1,907.12	1,999.12	2,090.08	2,189.2	2,237.36	2,286.48	2,351.04	2,419.2	2,453.84
	hourly	22.671	23.839	24.989	26.126	27.365	27.967	28.581	29.388	30.24	30.673
GRP 09	annualized	50,629	53,325	55,973	58,668	61,435	62,856	64,201	66,044	67,962	68,954
	biweekly	1,947.28	2,050.96	2,152.8	2,256.48	2,362.88	2,417.52	2,469.28	2,540.16	2,613.92	2,652.08
	hourly	24.341	25.637	26.91	28.206	29.536	30.219	30.866	31.752	32.674	33.151
GRP 10	annualized	54,201	57,131	60,041	62,972	66,000	67,467	69,002	70,988	73,068	74,133
	biweekly	2,084.64	2,197.36	2,309.28	2,422	2,538.48	2,594.88	2,653.92	2,730.32	2,810.32	2,851.28
	hourly	26.058	27.467	28.866	30.275	31.731	32.436	33.174	34.129	35.129	35.641
GRP 11	annualized	59,592	62,762	65,905	69,096	72,359	73,969	75,625	77,798	80,070	81,230
	biweekly	2,292	2,413.92	2,534.8	2,657.52	2,783.04	2,844.96	2,908.64	2,992.24	3,079.6	3,124.24
	hourly	28.65	30.174	31.685	33.219	34.788	35.562	36.358	37.403	38.495	39.053
GRP 12	annualized	63,800	67,346	70,826	74,325	77,942	79,691	81,486	83,901	86,339	87,591
	biweekly	2,453.84	2,590.24	2,724.08	2,858.64	2,997.76	3,065.04	3,134.08	3,226.96	3,320.72	3,368.88
	hourly	30.673	32.378	34.051	35.733	37.472	38.313	39.176	40.337	41.509	42.111
GRP 13	annualized	69,616	73,447	77,303	81,137	85,082	87,069	89,032	91,634	94,328	95,699
	biweekly	2,677.52	2,824.88	2,973.2	3,120.64	3,272.4	3,348.8	3,424.32	3,524.4	3,628	3,680.72
	hourly	33.469	35.311	37.165	39.008	40.905	41.86	42.804	44.055	45.35	46.009
GRP 14	annualized	77,586	81,890	86,197	90,522	94,942	97,165	99,389	102,294	105,300	106,835
	biweekly	2,984.08	3,149.6	3,315.28	3,481.6	3,651.6	3,737.12	3,822.64	3,934.4	4,050	4,109.04
	hourly	37.301	39.37	41.441	43.52	45.645	46.714	47.783	49.18	50.625	51.363
GRP 16	annualized	81,151	85,394	89,638	93,881	98,124	100,246	102,367	105,019	108,202	109,687
	biweekly	3,121.2	3,284.4	3,447.6	3,610.8	3,774	3,855.6	3,937.2	4,039.2	4,161.6	4,218.72
	hourly	39.015	41.055	43.095	45.135	47.175	48.195	49.215	50.49	52.02	52.734

Erie County Health Department / All Others Wage Scale
Effective 1/1/15

	1	2	3	4	5	6	7	8	A	B
GRP 08	annualized	48,098	50,577	55,430	58,057	59,334	60,638	62,350	64,158	65,075
	biweekly	1,849.92	1,945.28	2,131.92	2,232.96	2,282.08	2,332.24	2,398.08	2,467.6	2,502.88
	hourly	23.124	24.316	26.649	27.912	28.526	29.153	29.976	30.845	31.286
GRP 09	annualized	51,642	54,392	59,842	62,664	64,112	65,485	67,365	69,320	70,333
	biweekly	1,986.24	2,092	2,195.84	2,410.16	2,465.84	2,518.64	2,590.96	2,666.16	2,705.12
	hourly	24.828	26.15	27.448	30.127	30.823	31.483	32.387	33.327	33.814
GRP 10	annualized	55,284	58,273	64,232	67,321	68,817	70,381	72,409	74,531	75,616
	biweekly	2,126.32	2,241.28	2,355.44	2,589.28	2,646.8	2,706.96	2,784.96	2,866.56	2,908.32
	hourly	26.579	28.016	29.443	32.366	33.085	33.837	34.812	35.832	36.354
GRP 11	annualized	60,784	64,016	70,477	73,807	75,448	77,137	79,354	81,671	82,855
	biweekly	2,337.84	2,462.16	2,710.64	2,838.72	2,901.84	2,966.8	3,052.08	3,141.2	3,186.72
	hourly	29.223	30.777	32.319	35.484	36.273	37.085	38.151	39.265	39.834
GRP 12	annualized	65,075	68,694	75,812	79,500	81,284	83,117	85,580	88,065	89,342
	biweekly	2,502.88	2,642.08	2,778.56	3,057.68	3,126.32	3,196.8	3,291.52	3,387.12	3,436.24
	hourly	31.286	33.026	34.732	38.221	39.079	39.96	41.144	42.339	42.953
GRP 13	annualized	71,007	74,915	82,759	86,784	88,810	90,813	93,467	96,215	97,612
	biweekly	2,731.04	2,881.36	3,032.64	3,337.84	3,415.76	3,492.8	3,594.88	3,700.56	3,754.32
	hourly	34.138	36.017	37.908	41.723	42.697	43.66	44.936	46.257	46.929
GRP 14	annualized	79,138	83,527	92,331	96,841	99,108	101,377	104,341	107,407	108,971
	biweekly	3,043.76	3,212.56	3,381.6	3,724.64	3,811.84	3,899.12	4,013.12	4,131.04	4,191.20
	hourly	38.047	40.157	42.27	46.558	47.648	48.739	50.164	51.638	52.390
GRP 16	annualized	82,774	87,102	95,759	100,088	102,251	104,414	107,120	110,365	111,881
	biweekly	3,183.6	3,350.08	3,516.56	3,849.52	3,932.72	4,015.92	4,120	4,244.8	4,303.12
	hourly	39.795	41.876	43.957	48.119	49.159	50.199	51.5	53.06	53.789

Erie County Health Department / All Others Wage Scale Effective 1/1/16											
		1	2	3	4	5	6	7	8	A	B
GRP 08	annualized	49,541	52,094	54,608	57,092	59,798	61,115	62,458	64,220	66,082	67,028
	biweekly	1,905.44	2,003.6	2,100.32	2,195.84	2,299.92	2,350.56	2,402.24	2,470	2,541.6	2,578
	hourly	23.818	25.045	26.254	27.448	28.749	29.382	30.028	30.875	31.77	32.225
GRP 09	annualized	53,192	56,025	58,804	61,637	64,544	66,036	67,448	69,387	71,400	72,442
	biweekly	2,045.84	2,154.8	2,261.68	2,370.64	2,482.48	2,539.84	2,594.16	2,668.72	2,746.16	2,786.24
	hourly	25.573	26.935	28.271	29.633	31.031	31.748	32.427	33.359	34.327	34.828
GRP 10	annualized	56,942	60,020	63,078	66,159	69,341	70,882	72,492	74,580	76,767	77,886
	biweekly	2,190.08	2,308.48	2,426.08	2,544.56	2,666.96	2,726.24	2,788.16	2,868.48	2,952.56	2,995.6
	hourly	27.376	28.856	30.326	31.807	33.337	34.078	34.852	35.856	36.907	37.445
GRP 11	annualized	62,608	65,936	69,241	72,590	76,022	77,711	79,452	81,736	84,121	85,340
	biweekly	2,408	2,536	2,663.12	2,791.92	2,923.92	2,988.88	3,055.84	3,143.68	3,235.44	3,282.32
	hourly	30.1	31.7	33.289	34.899	36.549	37.361	38.198	39.296	40.443	41.029
GRP 12	annualized	67,028	70,755	74,410	78,085	81,885	83,722	85,611	88,146	90,707	92,023
	biweekly	2,578	2,721.36	2,861.92	3,003.28	3,149.44	3,220.08	3,292.72	3,390.24	3,488.72	3,539.36
	hourly	32.225	34.017	35.774	37.541	39.368	40.251	41.159	42.378	43.609	44.242
GRP 13	annualized	73,137	77,164	81,214	85,243	89,388	91,474	93,538	96,271	99,102	100,541
	biweekly	2,812.96	2,967.84	3,123.6	3,278.56	3,438	3,518.24	3,597.6	3,702.72	3,811.6	3,866.96
	hourly	35.162	37.098	39.045	40.982	42.975	43.978	44.97	46.284	47.645	48.337
GRP 14	annualized	81,511	86,033	90,559	95,102	99,746	102,080	104,418	107,472	110,629	112,241
	biweekly	3,135.04	3,308.96	3,483.04	3,657.76	3,836.4	3,926.16	4,016.08	4,133.52	4,254.96	4,316.96
	hourly	39.188	41.362	43.538	45.722	47.955	49.077	50.201	51.669	53.187	53.962
GRP 16	annualized	85,257	89,715	94,174	98,632	103,091	105,319	107,546	110,334	113,676	115,238
	biweekly	3,279.12	3,450.56	3,622.08	3,793.52	3,965.04	4,050.72	4,136.4	4,243.6	4,372.16	4,432.24
	hourly	40.989	43.132	45.276	47.419	49.563	50.634	51.705	53.045	54.652	55.403

Erie County Health Department / All Others Wage Scale
Effective 1/1/17

		1	2	3	4	5	6	7	8	A	B
GRP 08	annualized	51,029	53,656	56,247	58,804	61,591	62,947	64,332	66,146	68,064	69,039
	biweekly	1,962.64	2,063.68	2,163.36	2,261.68	2,368.88	2,421.04	2,474.32	2,544.08	2,617.84	2,655.36
	hourly	24.533	25.796	27.042	28.271	29.611	30.263	30.929	31.801	32.723	33.192
GRP 09	annualized	54,787	57,705	60,568	63,486	66,481	68,016	69,472	71,469	73,543	74,616
	biweekly	2,107.2	2,219.44	2,329.52	2,441.76	2,556.96	2,616	2,672	2,748.8	2,828.56	2,869.84
	hourly	26.34	27.743	29.119	30.522	31.962	32.7	33.4	34.36	35.357	35.873
GRP 10	annualized	58,650	61,822	64,971	68,143	71,421	73,008	74,668	76,819	79,069	80,221
	biweekly	2,255.76	2,377.76	2,498.88	2,620.88	2,746.96	2,808	2,871.84	2,954.56	3,041.12	3,085.44
	hourly	28.197	29.722	31.236	32.761	34.337	35.1	35.898	36.932	38.014	38.568
GRP 11	annualized	64,486	67,914	71,319	74,768	78,302	80,043	81,836	84,188	86,644	87,901
	biweekly	2,480.24	2,612.08	2,743.04	2,875.68	3,011.6	3,078.56	3,147.52	3,238	3,332.48	3,380.8
	hourly	31.003	32.651	34.288	35.946	37.645	38.482	39.344	40.475	41.656	42.26
GRP 12	annualized	69,039	72,879	76,642	80,427	84,342	86,235	88,180	90,790	93,427	94,784
	biweekly	2,655.36	2,803.04	2,947.76	3,093.36	3,243.92	3,316.72	3,391.52	3,491.92	3,593.36	3,645.52
	hourly	33.192	35.038	36.847	38.667	40.549	41.459	42.394	43.649	44.917	45.569
GRP 13	annualized	75,331	79,479	83,649	87,799	92,069	94,218	96,344	99,160	102,074	103,557
	biweekly	2,897.36	3,056.88	3,217.28	3,376.88	3,541.12	3,623.76	3,705.52	3,813.84	3,925.92	3,982.96
	hourly	36.217	38.211	40.216	42.211	44.264	45.297	46.319	47.673	49.074	49.787
GRP 14	annualized	83,957	88,614	93,276	97,956	102,740	105,142	107,551	110,696	113,949	115,608
	biweekly	3,229.12	3,408.24	3,587.52	3,767.52	3,951.52	4,043.92	4,136.56	4,257.52	4,382.64	4,446.48
	hourly	40.364	42.603	44.844	47.094	49.394	50.549	51.707	53.219	54.783	55.581
GRP 16	annualized	87,816	92,406	96,999	101,591	106,184	108,478	110,772	113,643	117,087	118,695
	biweekly	3,377.52	3,554.08	3,730.72	3,907.36	4,084	4,172.24	4,260.48	4,370.88	4,503.36	4,565.2
	hourly	42.219	44.426	46.634	48.842	51.05	52.153	53.256	54.636	56.292	57.065

APPENDIX "D"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(Deferred Annuity Plan)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012 – December 31, 2017.

It is hereby agreed and understood that the County of Erie shall provide a payroll deduction column for NYSNA employees who elect to enter a Deferred Annuity Plan.

It is further agreed and understood that the County of Erie shall negotiate with the NYSNA concerning the selection of a provider for such a plan immediately following the date that the final rules and regulations are approved by the Deferred Compensation Board and as soon as localities can legally implement such a Deferred Compensation Plan.

APPENDIX "E"

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NEW YORK STATE NURSES ASSOCIATION
AND
COUNTY OF ERIE**

(In-Service Training)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012 – December 31, 2017.

It is hereby agreed between the NYSNA and the County of Erie that the Erie County Health Department shall each year, beginning with the 1987 budget year, request at least five thousand dollars (\$5,000) annually, through the budget process. If granted, such amount shall be used for the purposes of in-service training in areas to be determined by the Employer.

APPENDIX "F"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(Ten, Twelve and Thirteen Hour Shifts)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012 – December 31, 2017.

It is agreed by and between the County of Erie and the Association that if the Director of Nursing of a County department determines the need for variable work hours, they may be instituted. All current employees who work in the effected areas will be offered an opportunity to participate in the variable (flexible) work schedules being used in their work areas, as long as patient care requirements are met.

The following articles of the current Agreement will be amended as follows:

6. Hours of Work

A. A normal workday shall not exceed twelve (12) consecutive hours or ten (10) consecutive hours in any twenty-four (24) hour period. The normal workweek shall not exceed forty (40) hours for 10-hour employees. The normal pay period will not exceed eighty (80) hours for 12-hour employees.

C. Employees will be assigned a thirty (30) minute break period.

8.01 Overtime

Ten (10) Hour Employees: All employees who work over forty (40) hours in a week or ten (10) hours in a day, and such hours do not qualify for double time, shall be paid at time and one-half (1½) times the employee's straight hourly rate, plus shift differential for all such hours.

Twelve (12) Hour Employees: All work over forty (40) hours in a work week or over twelve (12) hours on a 12-hour day or over eight (8) hours on a scheduled 8-hour day will be paid at time and a half, plus shift differential. Sick leave is excluded from the computation of time worked for purposes of overtime premium for the given pay week in which the employee calls in sick.

10.01 Shift Differential Pay

Twelve (12) Hour Employees: Shift differential will be paid at the prevailing rate for all hours worked that fall during the 3 p.m. – 11 p.m. or 11 p.m. – 7 a.m. shifts.

Ten (10) Hour Employees: When an employee's shift causes him/her to work four (4) or more hours beyond the traditional shifts in the work area, the employee shall be paid the higher differential rate for the entire shift.

11.01 Vacations

Vacation time will be deducted from accumulated time in twelve (12) hour increments for each day, and six (6) hour increments for a half (½) day for twelve (12) hour shift

employees; in ten (10) hour increments for each day, and five (5) hour increments for a half (½) day for ten (10) hour shift employees.

11.03 Personal Leave

Personal leave will be deducted from the thirty-two (32) hour annual allowance in twelve (12) hour increments for a day and six (6) hour increments for a half (½) day for twelve (12) hour shift employees; in ten (10) hour increments for a day and five (5) hour increments for a half (½) day for ten (10) hour shift employees. The remaining hours which do not equal a day may be taken at the employee's option.

11.07 Sick Leave

Sick leave will be deducted from accumulated time in twelve (12) hour amounts for a day, and six (6) hour amounts for a half (½) day for twelve (12) hour employees and ten (10) hours for full day and five (5) hours for a half (½) day for ten (10) hour employees.

Use of sick time may not be in amounts of less than one (1) hour.

THIRTEEN HOUR SHIFT

6. Hours of Work

A. A normal workday shall not exceed thirteen (13) consecutive hours in any twenty-four (24) hour period. The normal work period shall not exceed seventy-eight (78) hours in a two (2) week pay period.

C. Employees will be assigned a thirty (30) minute break period.

D. All employees' work schedules shall provide for a fifteen (15) minute rest period during each four (4) hours of work.

8.01 Overtime

Thirteen (13) Hour Employees. All work over forty (40) hours in a work week or over thirteen (13) hours in a day shall be paid one and a half times such employees' straight time hourly rate, plus shift differential.

10.01 Shift Differential Pay

Thirteen (13) Hour Employees: Shift differential will be paid at the prevailing rate for all hours worked that fall during the 3 p.m. -11 p.m. or 11 p.m. -7 a.m. shifts.

11.01 Vacations

Vacation time will be deducted from accumulated time in thirteen (13) hour increments for each day, and six and one-half (6½) hour increments for a half (½) day.

11.03 Personal Leave

Personal leave will be deducted from the thirty-two (32) hour annual allowance in thirteen (13) hour increments for a day and six and one-half (6½) hour increments for a half (½) day.

11.07 Sick Leave

Sick leave will be deducted from accumulated time in thirteen (13) hour increments for a day and six and one-half (6½) hour increments for a half (½) day.

APPENDIX "G"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(Individual Overtime Agreement)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012 – December 31, 2017.

It is agreed that individual nurses in Erie County may elect to be exempt from the provisions of Article 8, Section 8.01 Overtime Agreement by mutual agreement with the Director of Nursing, or designee, of the Erie County Health Department. Such exemption shall become effective only upon the signing of an "Individual Overtime Agreement," as follows:

"SUBJECT: INDIVIDUAL OVERTIME AGREEMENT

It is agreed that _____ (name) _____, due to the nature of his/her responsibilities and job requirements as _____ (title) _____, cannot realistically meet his/her duties and responsibilities by being scheduled eight (8) hours a day, five (5) days per week. The nature of his/her work calls for more than eight (8) hours of work on some days and less than eight (8) hours of work on others. Therefore, it is agreed that the above-named nurse shall be exempt from the provisions of Article 8, Section 8.01 Overtime Agreement and shall be paid time and one-half (1½) for all hours worked in excess of forty hours (40) in a work week.

This Agreement is subject to review every six (6) months and may be terminated by either party at that time.

_____ (signature of nurse)	_____ (date)
_____ (for Director of Nursing)	_____ (date)
_____ (for NYSNA)	_____ (date)

APPENDIX "H"

Lateral Transfers Erie County Health Department

The General Areas for ECHD (Community Health) – as updated July 1, 2014

1. *Lead Poisoning Prevention – 503 Kensington
2. *Immunization Action Plan – 608 William St
3. *STD Control – 608 William St
4. *TB Control – 608 William St
5. *Women's Health Services – 608 William St
6. *Youth Detention – 810 E. Ferry
7. Epidemiology – 95 Franklin St
8. *Emergency Preparedness – 95 Franklin St / 462 Grider
9. Environmental Health – 503 Kensington
10. *Correctional Health – 95 Franklin / 25 Delaware / Walden Ave
11. Public Health Lab – 503 Kensington
12. Early Intervention / Pre-school – 95 Franklin
13. Medical Examiner – 501 Kensington
14. Cancer Services Program – 95 Franklin
15. Community Wellness – 95 Franklin

*Nurses

APPENDIX "I"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(Per Diem Registered Nurse/ Nurse Practitioner Agreement)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012 – December 31, 2017. Except as modified herein, the collective bargaining agreement remains in full force and effect.

1. A new title of Registered Nurse and Nurse Practitioner - (Per Diem) will be created for use in supplementing the staff and insuring an adequate and efficient means of supplementing staff in providing professional services.
2. Persons appointed to these positions will be employees of Erie County and members of the NYSNA bargaining unit.
3. Per Diem registered nurses will not be assigned "on-call" responsibilities.
4. Per Diem RNs and NP's will have no guaranteed hours of work and when scheduled will be subject to being cancelled up until one (1) hour before the beginning of their scheduled shift. A Per Diem may be scheduled to work the hours of an employee on a leave of absence for up to three (3) months. This time may be extended by mutual agreement to six (6) months. Per Diem employees will not be utilized in such a manner as to continually avoid filling full-time, regular part-time or part-time positions.
5. It is understood that these employees will have the right to refuse to work if called. However, if contacted, an employee must work at least one (1) weekend every two (2) months and one (1) holiday offered. Furthermore, the County will not be required to contact persons in any pre-set order.
6. Per Diem registered nurses and nurse practitioners will receive an orientation and will have their competencies validated.

Per Diem registered nurses shall be paid thirty-two dollars (\$32.00) per hour for each hour worked.

Per Diem nurse practitioners shall be paid forty three (\$43.00) dollars per hour for each hour worked. If there is difficulty recruiting NP's , upon mutual agreement between the County and the Association the rate will be increased.

7. Per Diem registered nurses and per diem nurse practitioners will have no benefits set forth in the Collective Bargaining Agreement between the County of Erie and New York State Nurses Association except as specifically set forth as follows:

- a. Seniority -- one-half month for each month during which at least one shift is worked.
 - b. Job posting.
 - c. Payment at the rate of time and one-half the regular hourly rate of pay for each shift worked on the holidays of New Year's Day, Thanksgiving, and Christmas.
 - d. Access to the grievance procedure for any suspension without pay or discharge or for any issues set forth in paragraph 7 or 8 of this Agreement. The just cause standard applies as set forth in Section 14.01 Discharge and Discipline of the Collective Bargaining Agreement.
 - e. Per Diem registered nurses may be assigned as Charge Nurse in accordance with Section 7.06 Temporary Assignments provided they are qualified and have previous charge nurse experience.
 - f. Per Diem registered nurses may be assigned as preceptor and receive the preceptor differential (Section 10.03 Preceptor Differential) provided they have attended the preceptor educational training provided and can work the hours of the orientee they are assigned.
8. If an incumbent FT/RPT/PT employee changes his/her status to Per Diem said employee shall receive payment for any and all accrued benefit time (Holiday, Vacation, Compensatory, etc.), except personal and sick time at the time of the status change. However, accrued sick time shall remain in the bank in accordance with Section 11.07 Sick Leave. Said employee may not utilize any sick time in his/her bank while the employee remains a Per Diem employee. Such Per Diem employees may utilize accrued sick time if the employee returns to FT/RPT status within ten (10) years of his/her switch to Per Diem status.

This Subsection (9) does not apply to current retirees of Erie County who may be working as a Per Diem Registered Nurse.

Wages

Effective 1/1/13 – (1st) \$2,250 base pay increase and (2nd) 2% general wage increase (Retro)
Effective 1/1/14 - 2% general wage increase
Effective 1/1/15 – 2% general wage increase
Effective 1/1/16 – 3% general wage increase
Effective 1/1/17 – 3% general wage increase

Employees will receive a \$500 signing bonus upon ratification (pro-rated)

Upgrades

Effective upon ratification – Senior Nurse Practitioners to scale below;

GRP-16

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step8	Step A	Step B
38.25	40.25	42.25	44.25	46.25	47.25	48.25	49.50	51.00	51.70

Those SNPs in the present scale will be placed on the appropriate step which results in the employee receiving a \$10,000 increase and then continue with the step process.

Effective upon ratification – Head Nurses and Immunization Specialist will be upgraded to GRP-10